

LOCAL NO. 70 - Roy Nunes

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BEFORE  
JOINT WESTERN AREA COMMITTEE  
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

P R O C E E D I N G S  
of the  
SPECIAL JC#7 COMMITTEE

SAN FRANCISCO, CALIFORNIA

FEBRUARY 4 and 5 1969

**E. D. CONKLIN**  
*Certified Shorthand Reporter*

110 BUTTER STREET  
SAN FRANCISCO 4  
GARFIELD 1-3984







1 BEFORE  
2 JOINT WESTERN AREA COMMITTEE  
3 WESTERN STATES AREA MASTER FREIGHT AGREEMENT  
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10 P R O C E E D I N G S  
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12 of the  
13 SPECIAL JC#7 COMMITTEE  
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23 ROOM 600  
24 HILTON HOTEL  
25 SAN FRANCISCO, CALIFORNIA  
26  
FEBRUARY 4 and 5 1969



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1 CASE #2-8-3561

FEBRUARY 4 1969

9:45 A.M.

2 PACIFIC MOTOR TRUCKING COMPANY, and

3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 GEORGE KING

DON M. SLAYBAUGH  
STAN WYKOFF

8 APPEARANCES:

9 D. R. McKNIGHT appeared on behalf of the Employer.

10 LOUIS RIGA and GABE YBARROLAZA appeared on behalf of  
11 Local 70.

12 -- --

13 CHAIRMAN WILLIAMS: This is Case #2-8-3561 involving Local  
14 70 and Pacific Motor Trucking.

15 You had a case up here in which you were allowed four hours  
16 for probably the same situation, or one similar, and you were  
17 also directed by this Committee to go back and try to devise  
18 rules that apply to the Contract. Are we up here on the rules,  
19 or for what?

20 MR. RIGA: Yes, we're up here on the rules and that the  
21 violation occurred again. And we had met at the Holiday Inn at  
22 Oakland about a month back and couldn't devise any rules. And  
23 our position is the same as before, that we should maintain the  
24 practice we had before.

25 I have a letter here. I don't know if this was introduced  
26 the last time, because I had the flu last February and Chuck



1 Mack presented the case for me. So I wasn't here. And this was  
2 an agreement that the Company understood between De Costa, who  
3 was the Business Agent at that time, and Mr.

4 I'll read the letter. It says "the following procedures  
5 were agreed upon in connection with use of swing shift or grave-  
6 yard shift employees in performance of pickup or delivery of  
7 freight forwarder and other traffic.

8 "Pickup or delivery of freight forwarder trailers would be  
9 handled by trans-bay drivers or by R.E.A. Hostler whenever these  
10 men are available for this work. When these men are not avail-  
11 able, freight forwarder trailers will be handled by the senior  
12 qualified bid driver at the TFC ramp. In the event a TFC driver  
13 is not available at time pickup or delivery is required, the  
14 senior non-assigned qualified driver at the terminal will be  
15 used.

16 "For other pickup or delivery service, the senior qualified  
17 bid hostler will be used, and if his regularly assigned duties  
18 will not permit him to leave the terminal, the senior qualified  
19 non-assigned driver at the terminal will be used. A hostler  
20 normally will not be able to make a pickup or delivery requiring  
21 in excess of one-half hour."

22 MR. SLAYBAUGH: The Company sent it to the Union as a  
23 memorandum of understanding? Is this accepted by the Union?

24 MR. RIGA: Yes.

25 MR. SLAYBAUGH: Has it been violated? Is that the point?

26 MR. RIGA: That's right.



1 MR. SLAYBAUGH: You filed a case on that violation?

2 MR. RIGA: We did a year ago.

3 MR. SLAYBAUGH: Well, that was adjusted.

4 MR. RIGA: Yes. And then we were supposed to sit down and  
5 work out rules, but management has changed their personnel and  
6 Mr. McKnight—

7 MR. SLAYBAUGH: These were the rules you were going by and  
8 now the Company is—

9 MR. MCKNIGHT: This letter I have here is dated April 20  
10 1965. Here are two subsequent letters dealing with the same  
11 situation, one dated May 17, also involving Mr. De Costa as the  
12 Business Agent and the Steward at the time, and representatives  
13 of our Company, the same representatives that participated in  
14 this previous meeting. Then there was a letter dated May 25  
15 1965, which was addressed to Mr. De Costa which also specifies  
16 the procedure that would be observed in handling the delivery of  
17 freight forwarder trailers on the night shifts. It is this  
18 letter of May 25th 1965 that the Company has been observing  
19 since the most recent letter of agreement in effect that we know  
20 of.

21 Now, the reason we cannot develop an agreement pertaining  
22 to this dispatch is that the Union has assumed the position that  
23 a trans-bay driver, by virtue of picking up a trailer in San  
24 Francisco which is going to be ultimately delivered in Oakland,  
25 has the right simply because he pulled it across the bridge to  
26 deliver it, and therefore, qualified for time and one-half. The



1 Company's position is that based upon this letter we have senior  
2 qualified ramp hostlers who have been traditionally delivering  
3 this merchandise who are already drawing the rate of time and  
4 one-half. And we feel we should be able to utilize that man who  
5 is already drawing the time and one-half for this work, and that  
6 the trans-bay driver will drop it off at the terminal and it will  
7 subsequently be delivered by a man who is already drawing time  
8 and one-half for the shift.

9 CHAIRMAN WILLIAMS: Is he a hostler that you're trying to  
10 get to deliver this now, when you say the trans-bay driver de-  
11 livers it to the dock and you say you have a man there that is  
12 drawing time and one-half and you want to utilize him to deliver  
13 this freight?

14 MR. MCKNIGHT: Yes.

15 CHAIRMAN WILLIAMS: Is that man a hostler that you're talk-  
16 ing about?

17 MR. MCKNIGHT: He is a piggyback hostler, that is correct.

18 CHAIRMAN WILLIAMS: Well, what Lou just stated here awhile  
19 ago, that you have no right to use a hostler to make a pickup  
20 and/or delivery if it's longer than thirty minutes— isn't that  
21 what you said, Lou?

22 MR. RIGA: That's right. It's in the Agreement.

23 MR. MCKNIGHT: May I read then for the information of all  
24 the letter dated May 25th which supersedes, in our opinion, at  
25 least, and at the time it was discussed? I am sure it was meant  
26 to supersede any previous letters. It says "Concerning meeting



1 May 17, 1965, between Messrs. Silva, Andrews, DeRespinas, Meier  
2 and yourself in connection with swing shift and graveyard shift  
3 employees in performance of pick up or delivery of freight  
4 forwarder TFC traffic in Oakland.

5 "It is my understanding that it was decided and agreed upon  
6 by all present that these trailers would be handled by the  
7 senior TFC qualified bid driver. If there is a driver on the  
8 shift who is already drawing time and one-half, his services  
9 will be utilized if he is available. In the event the time and  
10 one-half driver and the TFC driver are not available at the  
11 time a pickup or delivery is required, the senior non-assigned  
12 qualified driver on the platform will be used.

13 "The term 'available' must be considered as not interfering  
14 with their ability to perform assigned duties without delaying  
15 scheduled customer deliveries.

16 "We have been operating under this arrangement since May  
17 17, 1965, and will continue to do so unless we hear from you to  
18 the contrary."

19 Now, we have no record of receiving any protest of this  
20 letter. Now, this is how we have been handling the freight  
21 forwarder deliveries on the night shift since May 25th of 1965.  
22 And, as I say, we can reach an agreement with the one exception—  
23 that is, the Union's position of disallowing us to utilize a man  
24 already drawing time and one-half, which we do have.

25 CHAIRMAN WILLIAMS: You say you have been doing this since  
26 1965?



1 MR. MCKNIGHT: Since May 25th 1965.

2 MR. RIGA: Mr. Chairman, I would also like to enter here  
3 a trans-bay agreement of November 18 1964. It specifies that  
4 the regular trans-bay driver—

5 CHAIRMAN WILLIAMS: I understand. Now, we already have too  
6 many letters and we have now completely gone away from the Con-  
7 tract as such, and now we are dealing with communications back  
8 and forth between the two groups. And that's the kind of posi-  
9 tion that you leave us in. Now, I can't listen to your 1964  
10 letter, if it's understood that you have got a letter here that  
11 says what you say. Then you have a letter of May 17 that says  
12 that isn't so. Now, he doesn't have any record of a letter back  
13 from De Costa. All right. So what letter are we working on?

14 MR. RIGA: Well, my position was that we always had a trans-  
15 bay agreement signed by the Secretary-Treasurer of the Union and  
16 that it should remain in effect. Also, if there were freight  
17 forwarder deliveries that resulted in origination from the  
18 Oakland pig ramp, that the Oakland pig ramp bid hostlers would  
19 deliver those. But if there is a trans-bay driver in San  
20 Francisco and he picks up a trailer there and that trailer is  
21 supposed to be delivered, say, to Universal Carloading, then we  
22 always have the right to transfer delivery and get the time and  
23 one-half. The Company's position is that that man should come  
24 into the pig ramp, allow the person that is already on time and  
25 one-half to deliver it just so that they can get away from pay-  
26 ing this other man the time and one-half. And here is the Shop



1 Steward down there, and he also drove for Trans-Bay. He can  
2 tell you the past practice.

3 MR. YBARROLAZA: I would like to summarize this whole story,  
4 if I may, Mr. Chairman.

5 CHAIRMAN WILLIAMS: Sure.

6 MR. YBARROLAZA: Well, the Local 70 Trans-Bay drivers used  
7 to take the freight forward to San Francisco and drop it off,  
8 and then the Local 85 men would deliver them. On the way back,  
9 he would take the freight forwarders from Oakland and deliver  
10 them. They would receive time and one-half. This is in 1964.  
11 The Company did not pay Local 85 for deliveries though in San  
12 Francisco. They filed a grievance. They wanted and got back  
13 pay. So, now, the Company figures that they are paying both  
14 sides time and one-half. So the Company had Local 70 deliver to  
15 San Francisco to Acme Universal and so forth, and then bring the  
16 other ones back. So they would cut Local 85 out of time and one-  
17 half. Local 85 again filed another grievance. This is the 1965.  
18 And, again, they want it. It was their jurisdiction to make  
19 deliveries. So then the freight forwarder business did slack  
20 down a bit. OK. So then they went back to the old system where  
21 Local 70 would take it to San Francisco, drop it, and Local 85  
22 would deliver it, and we would bring the other ones back. Now,  
23 there was a problem of convenience. A lot of the stuff comes off  
24 the train, and the Trans-Bay guys were in San Francisco. They  
25 were not able to make deliveries. So the Company wanted this  
26 rule changed. They wanted the piggyback hostlers to make the



1 deliveries because they could take them right off the train and  
2 deliver it. So now we have a power struggle between the TFC  
3 hostlers and the Trans-Bay men. So the Company settled that the  
4 pig ramp hostlers would make the deliveries if the trailers came  
5 out of Oakland PMT and Trans-Bay guys would make the deliveries  
6 if they came out of San Francisco. And this has been the past  
7 practice in '65.

8 MR. SLAYBAUGH: You're talking about making deliveries to  
9 the customers?

10 MR. YBARROLAZA: Freight forward to the customer, right,  
11 which constitutes time and one-half.

12 MR. SLAYBAUGH: Well, I don't know as I would like to  
13 phrase it exactly like that. In other words, to deliver the  
14 freight forward?

15 MR. YBARROLAZA: Yes, freight forward.

16 MR. DE COSTA: Now, that letter that he introduces here,  
17 the intent of this letter, when I was there, is the same thing  
18 identically that he was referring to the customer delivery. And  
19 that was the intent of this letter. And this gentleman was not  
20 here. Mr. Dave Meier was there at the time.

21 MR. SLAYBAUGH: Deke, did you receive this letter?

22 MR. DE COSTA: Well, if it says we received it, I guess we  
23 did. I can't recall.

24 MR. SLAYBAUGH: Do you recall the contents of it?

25 MR. DE COSTA: No. But the contents that he read out of  
26 there, it refreshes my memory that that was the intent, that if



1 the delivery is made, not to the terminal, to any of the con-  
2 signees or consignors, or the freight forwarder, then it would  
3 be a time and a half operation.

4 MR. SLAYBAUGH: Let me ask you this. The Company says they  
5 have followed this practice since 1965. Did you object to it  
6 along the line?

7 MR. DE COSTA: Well, they say they followed this practice,  
8 but if any of this work was done by any of the Trans-Bay or the  
9 hostlers, they were paid time and one-half, and he cannot bring  
10 a timecard up here to show that they were not paid time and a  
11 half.

12 MR. SLAYBAUGH: He isn't arguing about that. He says  
13 they're using a hostler.

14 MR. KING: What they're arguing about now is that Lou Riga  
15 says that the piggyback hostler, if he goes across the Bay, and  
16 the Trans-Bay, if he goes across the Bay, he can't deliver it to  
17 collect time and one-half because he already has time and one-  
18 half guys over there.

19 MR. DE COSTA: That's not true.

20 MR. KING: That's the argument.

21 MR. RIGA: That's the Company's position.

22 MR. KING: That's the Company's position. You say that this  
23 Agreement gives you the right?

24 CHAIRMAN WILLIAMS: Let me ask you this question. Can you  
25 bring any timecards or anything else to show that since 1965  
26 you have been doing exactly what you are saying in this letter?



1       MR. McKNIGHT: I could bring timecards for every day from  
2 that point establishing the piggyback ramp hostlers delivering  
3 forwarder trailers every night of the week on both the swing  
4 shift and the graveyard shift. Now, insofar as the Trans-Bay  
5 deliveries are concerned, to my knowledge, they have only been  
6 utilized for these deliveries when the TFC hostlers were swamped  
7 or something.

8       I want to point out that there was a comment made concern-  
9 ing the understanding that by virtue of a Trans-Bay driver pick-  
10 ing up a load in San Francisco that was going to be delivered  
11 in Oakland he automatically became eligible for time and one-  
12 half, and he delivers irrespective of the ramp. And in the  
13 letter which I indicated that we have been working by, it  
14 couldn't be any clearer, it seems to me. It says if there is a  
15 driver on the shift who is already drawing time and one-half,  
16 his services will be utilized. And if there was some dispute  
17 with that arrangement at the time that this thing was agreed to,  
18 it would seem to me it would come out then and it would have.

19       MR. SLAYBAUGH: During this period of time you have been  
20 using this hostler? Since that time when this guy brings it  
21 back, then that ends his work, and the Trans-Bay guy and this  
22 hostler have been doing it since 1965?

23       MR. McKNIGHT: Yes.

24       CHAIRMAN WILLIAMS: This is what the Union is disputing.  
25 And the only question I have in mind is that you say that as of  
26 the date of that letter you have been doing this on the swing



1 shifts and other shifts too, exactly what you say in the letter.  
2 Then here is the Steward and the Business Agent, two Business  
3 Agents, and it was never brought to their attention. If this  
4 has happened since 1965 and if you do it with regularity, how  
5 can it be done without them knowing about it? That's what I am  
6 saying.

7 MR. YBARROLAZA: I would like to add that when this case  
8 was first heard in South San Francisco, the day after it was  
9 heard, the Trans-Bay guys gave me the deliveries. And we have  
10 always made the deliveries.

11 CHAIRMAN WILLIAMS: But he says he can show cards to where  
12 this isn't true.

13 MR. RIGA: Mr. Chairman, I will clarify this. There were  
14 not that many freight forwarders originating out of San Francisco  
15 on the night shift. The majority originate out of the Oakland  
16 TFC ramp, which is the senior hostler on duty at that Oakland  
17 ramp. What I am saying here is that the Trans-Bay, on the time  
18 and a half, is infrequent, and we would like to have everything  
19 status quo, that if there is a pig that originates out of San  
20 Francisco, the Trans-Bay driver is under it and he shouldn't  
21 bring it into the Oakland terminal as he has done in the past.  
22 He should be able to go ahead and deliver it. But this is what  
23 he has been doing in the past so he can get his time and a half.

24 CHAIRMAN WILLIAMS: What does your Trans-Bay Agreement say?  
25 You say it was signed by, I assume, both Locals and everyone.

26 MR. RIGA: They still hold.



1 MR. KING: The guy that wrote this Agreement couldn't  
2 decide this, and you're looking at two of us.

3 MR. RIGA: This is the Trans-Bay Agreement that is attached  
4 to the Local 70 Pickup and Delivery.

5 MR. KING: The Trans-Bay Agreement is in there that was  
6 originally negotiated.

7 MR. RIGA: This is a rider to that.

8 MR. KING: Every time PMT changes Business Agents or after  
9 every big political hassel they have, or every new terminal  
10 manager they get, everybody sits down and makes rules to try to  
11 fit the incident that happens at that particular time. Now,  
12 I'll make you a bet that there isn't another company that does  
13 what they do, Trans-Bay.

14 CHAIRMAN WILLIAMS: Off the record.

15 (Discussion off the record.)

16 MR. YBARROLAZA: We have changed three Business Agents, but  
17 this practice has never changed. Our Trans-Bay drivers have  
18 always made those deliveries. We just want to retain our past  
19 practice. This is nothing new.

20 MR. KING: You tell me that you haven't changed your work  
21 rules down there every time you change Business Agents. But you  
22 have changed.

23 MR. RIGA: Yes, that's right. But as far as the Trans-Bay,  
24 I'll have to say one thing, that this hasn't been changed.

25 CHAIRMAN WILLIAMS: Let's excuse the parties.

26 (Executive Session.)



1 MR. WYKOFF: The claim of the Union is upheld and will  
2 apply until the end of the Contract, at which time the riders  
3 shall become null and void.

4 CHAIRMAN WILLIAMS: You have heard the motion. Are you  
5 ready for the question?

6 All those in favor, signify by saying "Aye". Those opposed?  
7 The motion is carried.

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1 CASE #4416

FEBRUARY 4 1969

11:30 A.M.

2 SANTE FE TRAILS TRANSPORTATION COMPANY, and  
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman

DON M. SLAYBAUGH

7 GEORGE KING

STAN WYKOFF

8 APPEARANCES:

9 H. H. F. COZART and D. E. SHIREY , appeared on behalf of  
10 the Employer.

11 LOUIS RIGA, JAMES MELIN and E. W. FREY appeared on be-  
12 half of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: This is Case #4416, Local 70, Oakland,  
14 California and Santa Fe Trails Transportation Company.

15 Deadlocked, Joint Council #7 Labor-Management Committee,  
16 January 16 1969.

17 MR. RIGA: I will have to go back two years ago. Mr. James

18 MELIN, while employed by Santa Fe Trails and driving for them  
19 in South San Francisco was delivering at the F. W. Woolworth  
20 Company. When he was picking up merchandise there, he noticed  
21 he had about three cases short. They had an automatic conveyor  
22 setup there at that time, and there was no one or no supervision  
23 down on the main platform for any F. W. Woolworth workers there.  
24 So to try to get his three short, he went back among the con-  
25 veyors and tried to get someone's attention that he had lost his  
26 bills from his pocket. They landed under this elevator that was



1 automatic, that came down when freight was on it. He stooped  
2 down to pick up his bills, and the elevator came down and  
3 crushed his skull.

4 The man was then put in the Peninsula Hospital in Burlingame  
5 and remained there in critical condition for some time. And he  
6 was then released from the hospital after much medical care,  
7 which has gone over two years. He is now able to go back to  
8 work. And on November 9 1967, the Union applied for an extension  
9 of his leave of absence. Under our Contract, the first year is  
10 automatic for sickness or injury. The accident occurred actually  
11 back in November of 1966. So then in 1967 we were allowed and  
12 were granted by the company recognition to November 9 1968,  
13 one more year's leave of absence. And there is a letter that I  
14 will submit to the Chairman.

15 In just about the first week in November Mr. Melin had  
16 approached me and stated that he had lost his vision in one eye,  
17 and that he was now feeling able to go back and perform his  
18 duties.

19 Now, we do have drivers in Local 70 that do have one eye.  
20 And under ICC rules, they are exempt from picking up or deliver-  
21 ing certain products. I suggested at that time that probably  
22 the Company could even find a supervision spot on the terminal  
23 for him. So I approached Mr. Cozart and he said, "Well, I'll  
24 look into it."

25 Not hearing any more from Mr. Cozart, I went back to see  
26 Mr. Melin and told him that I hadn't heard any more, that



1 probably he could approach Mr. Cozart.

2 Well, I never heard much more. And then one morning I was  
3 down at the terminal on another beef, and I again brought up the  
4 fact that I hadn't heard from Mr. Melin and I was wondering  
5 what the Company's position was. And Mr. Cozart said at that  
6 time, "I'll tell you. The man has been seen in the vicinity of  
7 the Richmond pig ramp talking to Ward Allen, who is one of our  
8 employees there. And myself and Ward Allen have had a few words.  
9 And if this is the type of friends he hangs around with, he is  
10 never going to be eligible for reemployment with our firm."

11 I went back and told this to Mr. Melin. I got hold of the  
12 attorney that handled the industrial accident case and made an  
13 appointment to see Mr. Cozart on December 31st 1968. And at that  
14 time Mr. Cozart refused any employment opportunities or anything  
15 with the Company.

16 Now, the position of the Union here is that under our Con-  
17 tract, Article 39, Section 4, Rehire Procedure, it states that  
18 the Union, by telegram or telephone— Let me start down here.  
19 That an employee so laid off shall be restored to duty according  
20 to seniority.

21 CHAIRMAN WILLIAMS: Wait a minute. This man wasn't laid off?

22 MR. RIGA: Well, he was.

23 CHAIRMAN WILLIAMS: That pertains to layoff, doesn't it?

24 MR. RIGA: Yes. But what I was trying to say is that the  
25 only way the Company could legally have said that we are protest-  
26 ing this man coming back to work for us was to send him a



1 telegram and tell him that work is available. But here the  
2 Company didn't do it.

3 CHAIRMAN WILLIAMS: Wait a minute. This document that you  
4 gave me here is as of November 9 1968. Do you have a later docu-  
5 ment?

6 MR. RIGA: No, I do not at this time. But the position here  
7 was that the Company refused to put this man to work. Now, what  
8 is the position of the Union? They first stalled us off by say-  
9 ing that they were going to look into it. And then when the man  
10 went to his attorney and then, of course, our Secretary-Treasurer  
11 talked to Mr. Cozart, after all this failed, then, of course,  
12 the Secretary-Treasurer says "We'll have to go to a grievance to  
13 get a decision on whether this man goes back to work or not."

14 I have the man here. Do you want to add anything here at  
15 this time, Jim?

16 MR. MELIN: No. I think you covered it pretty well.

17 CHAIRMAN WILLIAMS: Let's hear what the Employer has to say.

18 MR. COZART: We feel that we have abided by the Contract.  
19 We have this letter. We extended the man a leave for another  
20 year, and it was signed by Mr. Shirey and then transmitted. I  
21 have the transmittal of the letter here that the Union sent,  
22 which is the same copy you have there. We feel that we have  
23 abided by the Contract. And all this talk that he's talking  
24 about happened after January 1st 1969. Now, before November the  
25 9th 1968, nobody asked me to put the man back to work. Mr. Melin  
26 didn't ask. Mr. Riga didn't ask, nor anybody else.



1 CHAIRMAN WILLIAMS: Did they ask you for an extended leave  
2 again?

3 MR. COZART: No sir. Now, the first time is when they wrote  
4 this letter, and they called me on the phone. Their Secretary--  
5 Treasurer out of Local 70 called me on November 9th and said,  
6 "We realize we are late, but we want to write the letter."

7 I said, "Well, we'll honor it," and we did. And Mr. Shirey  
8 asked them back and extended it back a year to November 9 1968.  
9 And we feel we have abided by the Contract.

10 The next I heard from Mr. Melin was December 31st, when he  
11 brought his lawyer over to Richmond. And I told him that we just  
12 didn't have any work for him and that he wasn't on our seniority  
13 Roster any more.

14 MR. MELIN: I would like to add one thing here at this  
15 point. My lawyer approached Mr. Cozart prior to this statement,  
16 and I went up there to see Mr. Cozart. And I know that Lou Riga  
17 had approached Mr. Cozart prior to the November deadline. That  
18 is, verbally. And I was told that everything was fine, "When  
19 you're ready, when you're able, and when you feel well enough,  
20 come on." This is what I was told.

21 MR. SLAYBAUGH: I presume that you and Lou both are aware  
22 of the Contract wording all right. Isn't it a fact that some-  
23 body just muffed it and they didn't ask for any written extension?  
24 Particularly you, Lou, since you seem to be very good on the  
25 details of the Contract.

26 MR. RIGA: Mr. Chairman, I'm not asking for an extended



1 leave of absence. I'm saying this man is able to go back to  
2 work and why does the Company refuse him? This interpretation  
3 from the Local level says that we were asking for a leave. I  
4 can show you the original filing. We were not. I have here  
5 that the Company refuses to put the man back to work.

6 CHAIRMAN WILLIAMS: The only reason I bring it up is that  
7 under your rule you asked for an extended leave, because the man  
8 was off two years from the time of the accident until November  
9 9th 1968. Now, under your rules, if that goes by without any  
10 additional extension, what is your position on that? And was  
11 this Company contacted prior to November 9th and asked for this  
12 man to be returned to work, or was he able to return to work  
13 prior to November 9th 1968?

14 MR. RIGA: Yes, I'll explain that. I had seen him at a  
15 meeting in October and I had brought this to his attention. And  
16 then he said he would think it over. And I told this to James  
17 Melin here. Then I came back and I was talking on another  
18 grievance when this came back to my mind. I said to him, "What  
19 did you do on Melin?" And he told me that he had seen him in  
20 the vicinity of the Richmond pig ramp talking to a man named  
21 Ward Allen, who isn't too well liked. And he said that he  
22 would not allow this man to come back because of that. And at  
23 that time also I thought he would be better off in management  
24 and asked if he would even consider this. Then I told this to  
25 Melin, and that's when his attorney got hold of the Company.  
26 Now, legally I would say that at that time the Company, if



1 they refused to put him back to work, should have filed the  
2 grievance saying that they wanted to discharge this man, which  
3 they didn't do. You just don't tell a man not to come back to  
4 work without a notice.

5 MR. SLAYBAUGH: It's pretty obvious to me that you just  
6 plain muffed it.

7 MR. RIGA: Furthermore, I would like to point out that this  
8 was a third-party suit and Santa Fe got over \$17,000 back on  
9 their liability claim because they weren't liable for this.

10 CHAIRMAN WILLIAMS: That really isn't a part of this argu-  
11 ment at all.

12 MR. RIGA: I just wanted to add it. They were not out any-  
13 thing. The Company didn't lose anything because this man was  
14 injured on the job. And they now refuse to give this man back  
15 his livelihood. How is he going to support his wife and children  
16 if he is not allowed to get his job back?

17 MR. SLAYBAUGH: Did he receive a settlement?

18 MR. RIGA: Yes, he received a settlement. It hasn't been  
19 completed.

20 MR. SLAYBAUGH: Why the comments on the settlement then?

21 MR. RIGA: I was just bringing out the fact that the Company  
22 didn't lose and that there were no damages. They received  
23 \$17,000 in medical.

24 MR. SLAYBAUGH: You brought up the point that he is pre-  
25 sumably penniless and needs a job.

26 MR. RIGA: That's right.



1 MR. MELIN: I need job security. I mean I feel I've gotten  
2 pretty banged up. I don't have a bad leg. I'm not complaining  
3 about my back for a soft touch. I just want to work. I just  
4 want my job back. I just want to take care of my wife and my  
5 family. That's all I want. And I feel that I was hurt seriously  
6 enough—

7 MR. SLAYBAUGH: I appreciate the fact that you have been in  
8 an accident. There is no question about that. None whatever.  
9 What I am talking about is what your Union man is bringing up  
10 here all the time.

11 MR. WYKOFF: Was there an award?

12 MR. MELIN: It's still tied up by an arrangement with  
13 Woolworth and my lawyer who has this.

14 MR. WYKOFF: In what amount?

15 MR. RIGA: If I say there was a \$50,000 award, what does  
16 that have to do with it?

17 MR. WYKOFF: Is it in excess of \$100,000?

18 MR. RIGA: I don't know.

19 MR. KING: Let me ask a question. How long did you work for  
20 the Company before you got hurt?

21 MR. MELIN: Approximately eight months.

22 MR. RIGA: Mr. Chairman, I would like to add that the man  
23 is about thirty-six years old. I mean if the man were sixty  
24 years old, fine, he might be able to get a disability pension.  
25 But being his age, I doubt if he can get one hundred fifty from  
26 the State.



1 CHAIRMAN WILLIAMS: Anything else? Excuse the parties.  
2 (Executive Session.)

3 MR. WYKOFF: Based on the facts in this particular case,  
4 the claim of the Union is denied.

5 CHAIRMAN WILLIAMS: You have heard the motion. Ready for  
6 the question?

7 All those in favor, signify by saying "Aye." Those opposed?  
8 The motion is carried.

9 (Whereupon the parties returned to the hearing room and the  
10 motion was read by the Chairman.)

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1 CASE #2-9-4375 FEBRUARY 4 1969 1:35 P.M.

2 O.N.C. MOTOR FREIGHT SYSTEM, and  
3 LOCAL 85, San Francisco, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE: EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman DON SLAYBAUGH  
7 GEORGE KING STAN WYKOFF

8 APPEARANCES:

9 RALPH HACK and DAN O'CONNOR appeared on behalf of the  
10 Employer.

11 TOM ANDRADE and CLAUDEL ROBERTS appeared on behalf of  
12 Local 85.

13 CHAIRMAN WILLIAMS: This is Case 4375 involving Local 85,  
14 San Francisco, and O.N.C. Motor Freight System. Deadlocked by  
15 the Joint Council #7 Labor-Management Committee December 19 1968.

16 The spotlight is on you, Mr. Andrade.

17 MR. ANDRADE: Gentlemen, this particular case here, I think  
18 I have to go through a little dialogue here so that we understand  
19 what we are talking about.

20 Mr. Roberts is one of the ex-70 employees that came on the  
21 change of operation. So much for that. Mr. Roberts at that  
22 time was a day employee. They had two regular hostlers. However,  
23 when they need an extra hostler to help these two regular  
24 hostlers, they put Mr. Roberts in helping these two hostlers.  
25 They didn't put anything out for bid. They didn't use seniority  
26 or anything like that. They put the man out there because the



1 man was a good worker and the man was doing the work for the  
2 Company. Well, this went on for a period of four months or five  
3 months, whatever the case may be. I'll let Roberts actually tell  
4 you the amount of time. And then all of a sudden one man that is  
5 working for the Company, Bert Pennington, terminal manager,  
6 decided to take Mr. Roberts from his hostler job whenever they  
7 needed him, which was every day, to help out in the yard, and put  
8 another man in his place. We feel that inasmuch as Mr. Roberts  
9 was assigned by the Company for a period of four months or six  
10 months to help these other two hostlers do the work, that they  
11 shouldn't have taken him off there. And we placed him with an-  
12 other man when the work is still there. It's still the same  
13 operation. We feel that the man is a qualified hostler. The  
14 Company saw fit to place him there. Nobody else objected. No-  
15 body came over to the Company and said, "Look, Mr. Roberts has  
16 less time than I have. I want that job. When I come in, if it's  
17 available, I want it."

18 This was not the case. The man continued doing it. Every-  
19 body was satisfied with his work. The Company was satisfied  
20 with his work. And then all of a sudden here comes this terminal  
21 manager, who was there all the time, but all of a sudden he  
22 changes this man from that particular job and he gives somebody  
23 else that job. Well, we don't think that this is right. If I  
24 were the senior man and I were qualified as a hostler, I would  
25 have objected. The Company had the opportunity to take these  
26 people who have more seniority than this man and who are qualified



1 as hostlers and to put them out there in the beginning, but they  
2 didn't do this.

3 Now, Roberts, how long has that been going on?

4 CHAIRMAN WILLIAMS: Let me ask a question first.

5 The man that the Company assigned to this hostling job, and  
6 you say took Roberts off, was he senior to Roberts insofar as  
7 seniority was concerned when they finally did make the change?

8 MR. ANDRADE: Yes, he is a senior man. Well, being that you  
9 bring that up, Roy, what we are saying here is that if this job  
10 was available on the day-to-day basis, then they should have  
11 turned around, and they have the opportunity to put this same  
12 man on there before they put Mr. Roberts on.

13 CHAIRMAN WILLIAMS: Off the record.

14 (Discussion off the record.)

15 MR. ANDRADE: Now, Roberts, do you know the length of time  
16 that you have been out there, and you asked for an opportunity  
17 to come up here. Here's your opportunity. Tell them exactly  
18 when you went on, more or less what happened, and why they took  
19 you off.

20 MR. ROBERTS: Well, the first thing, Bert took me off and  
21 put the senior man on, and he cut my pay. And I told him I had  
22 been in Local 85 and 80 percent of the time I had been in 85 they  
23 have been having the highest rate of pay. And I said I don't  
24 have such a high rate of pay and I'm not doing the job any more  
25 since they took me off and cut my pay. And the guy that refused  
26 to do the job, he didn't want it.



1       Also I would like to state something about this double-  
2 header pay. This is one of the main reasons for the double-  
3 header pay, that it goes by qualification and seniority. And I  
4 will say that about four or five men who have seniority over me  
5 never had the qualification, and they are getting this double-  
6 header pay. And this is where the Company is rating it just  
7 by seniority and not by qualification. They are pulling bob-  
8 tails and have never been qualified in anything. They just gave  
9 it to them because of seniority.

10       CHAIRMAN WILLIAMS: How long did you do this, Roberts?

11       MR. ROBERTS: I've been there since April 1st. I came here  
12 April 1st.

13       CHAIRMAN WILLIAMS: Of last year?

14       MR. ROBERTS: Yes. And I did it until I went on nights  
15 about three weeks ago.

16       CHAIRMAN WILLIAMS: All right. About 80 percent of the time?

17       MR. SLAYBAUGH: Mr. Roberts, when they told you—I presume  
18 they told you—that they were putting on another man for the  
19 work, did they give you any reason?

20       MR. ROBERTS: No.

21       MR. SLAYBAUGH: They didn't tell you that this guy was  
22 senior?

23       MR. ROBERTS: He never did go out. It was on an overtime  
24 basis when I did, and I already had a raise in the rate of pay  
25 when they put him out there.

26       MR. SLAYBAUGH: Were you working on nights then?



1 MR. ROBERTS: I was on days. This was on nights that they  
2 wanted to go out. It wouldn't have made any difference, anyway.

3 CHAIRMAN WILLIAMS: Because his rate of pay was established.  
4 Let's hear from the Company.

5 MR. HACK: Mr. Chairman, I feel that there has been quite  
6 a bit of controversy on the establishing of doubleheader pay at  
7 the O.N.C. Terminal at San Francisco. I think this stems back  
8 from JWC Case #8-84081. I feel this is somewhat of a continua-  
9 tion of that case, whereby there were 16 positions established  
10 at that time by this Committee, I understand, that would receive  
11 the doubleheader rate of pay daily. At that time, I'm told, is  
12 when this change was made. Mr. Roberts and a few other people  
13 were transferred over from 70 who maintained the doubleheader  
14 rate of pay for, I understand, a few years in 70. But at that  
15 time, not only Mr. Roberts, but I would say 15 of them were all  
16 reduced from doubleheader pay back down to front-end or bobtail  
17 or whatever their classification was. That is the time that Mr.  
18 Roberts was taken out of the yard as a hostler. There has been  
19 times that we have asked Mr. Roberts to perform a set of doubles  
20 during the day due to absenteeism or such as that, where he has  
21 done that and where he has been paid a doubleheader rate of pay  
22 for the work that he has done on a given day.

23 But, once again, I would like to emphasize that this is, I  
24 feel, personally a continuation of the case back in August, when  
25 it was established. There were 16 jobs in the O.N.C. Terminals  
26 in San Francisco for the doubleheader rate of pay, and there has



1 not been any deviation from that, to my knowledge.

2 MR. SLAYBAUGH: Let me say that in this case you're talking  
3 about in August, that was when this transfer was made, and 85  
4 had a filing at the same time, as I recall. 85 withdrew theirs  
5 because they had reached an agreement with your Company. Is  
6 that correct?

7 Tom, maybe you can answer that. And he said it was satis-  
8 factory, whatever it was. Do you remember that?

9 MR. ANDRADE: No. This case came up here and Roy Williams  
10 heard it. We heard it up on the 16th floor.

11 CHAIRMAN WILLIAMS: I remember it very well. I am just  
12 listening.

13 MR. ROBERTS: On this case here that he's talking about,  
14 he's right. Also, the Company had to reimburse some drivers.  
15 And since August they had to reimburse most of the drivers, and  
16 the highest paid driver got paid, because I did, one hundred and  
17 some dollars back pay because I pulled doubles on 80 percent of  
18 the time I was over there.

19 CHAIRMAN WILLIAMS: That's right. We made the decision on  
20 the 16th floor in this hotel in August.

21 MR. ROBERTS: And this has been since then, and I am still  
22 doing the work. And I asked to go to the yard at least two or  
23 three times a week. And even when I was told not to by the  
24 terminal manager, the night foreman even asked me to go. And I  
25 told him I was told not to go. But I had to go if I wanted to  
26 work overtime.



1 CHAIRMAN WILLIAMS: Is there anything else?

2 MR. ANDRADE: Well, I don't want to take up any more time,  
3 but this has nothing to do with what we are asking for with this  
4 man.

5 CHAIRMAN WILLIAMS: I understand. Off the record.

6 (Discussion off the record.)

7 MR. HACK: Mr. Chairman, the amount of time that Mr. Roberts  
8 has functioned as a hostler and/or a heavy-duty driver is due  
9 strictly to a relief when one of these 16 positions is not filled  
10 during the course of a workday, or the next qualified man avail-  
11 able in seniority. And the only reason he was taken off was due  
12 to the decision here in August of 16 men. And he was replaced  
13 by a senior man and I will have to close with that statement.

14 MR. KING: Are you saying that since August up until three  
15 weeks ago you never had a senior man to fill that position?

16 CHAIRMAN WILLIAMS: Yes. In other words, if this man had been  
17 pulled off immediately after this decision, this man wouldn't be  
18 here today. Now, he has been doing it 80 percent of the time  
19 since the decision was rendered. And it only stopped when he  
20 went on nights, three weeks ago. That's the reason why you're  
21 here, isn't it, Roberts?

22 MR. ROBERTS: Yes. That's the whole grievance.

23 CHAIRMAN WILLIAMS: OK. Now I have it straight.

24 Excuse the parties.

25 (Executive session.)

26 (Whereupon, the parties were recalled into the room.)



1 MR. SLAYBAUGH: I would like to ask one question and I would  
2 like a straight answer, as straight as we can get.

3 Mr. Roberts says that he has been working and been paid,  
4 I presume continuously, until the last few weeks, anyway; that  
5 he has been paid this high rate of pay from August clear up  
6 until a short time ago when this was done. Why was he paid this  
7 higher rate of pay? What did he do?

8 MR. HACK: Mr. Roberts was cut, Mr. Chairman, at the time  
9 in August from the doubleheader pay to a flat end of pay. He has  
10 not received continuing doubleheader pay. This is not true.  
11 Mr. Roberts has been asked occasionally to break up a trailer  
12 that is hooked onto one, or to pull one away from the dock if  
13 other senior men at the time were not available or at the ter-  
14 minal. Once he has done this, performed in a higher classifica-  
15 tion for that day, we pay him for that higher rate of pay.

16 MR. SLAYBAUGH: Is that true? Were there days and times on  
17 which you did not get this higher rate of pay?

18 MR. ROBERTS: Well, since August they paid all the drivers  
19 back pay that didn't get it since August. And the highest paid  
20 guy got paid, because I pulled it, and he got a hundred some  
21 dollars back pay. But I pulled it since August.

22 MR. SLAYBAUGH: Since August have there been days when you  
23 didn't receive the double rate of pay for this work?

24 MR. ROBERTS: Oh, yes. I'd say 80 percent of the time I  
25 got it since August.

26 MR. SLAYBAUGH: But about 20 percent of the time? In other



1 words, when you weren't doing hostling or pulling double?

2 MR. ROBERTS: They wouldn't give it to me.

3 CHAIRMAN WILLIAMS: Now, since August, following through  
4 with this, every time that you performed any of the higher rated  
5 work, you got paid that extra dollar for that day?

6 MR. ROBERTS: Correct.

7 CHAIRMAN WILLIAMS: Now, on days that you did not perform  
8 any of this work, which you said was about 20 percent of the time—  
9 you figures 80-20—

10 MR. ROBERTS: It's more. I'd say that 20 percent of the  
11 time I didn't get it because this is when they put on other men  
12 in the yard after that. But 80 percent of the time I got it.  
13 But there was a waiting list. Like, when I would come in at  
14 night, there would be a waiting list for me to pull and break up  
15 trailers.

16 CHAIRMAN WILLIAMS: And you got paid that time?

17 MR. ROBERTS: Correct.

18 CHAIRMAN WILLIAMS: Now, if you didn't do this work, you  
19 didn't get the pay?

20 MR. ROBERTS: Oh, on a lot of weeks I got it straight  
21 through.

22 MR. KING: Whether you did the work or didn't do the work?

23 MR. HACK: I'll have to object to that. No sir, he did not  
24 get paid the doubleheader rate of pay, except when he worked it  
25 on any given day. And for that day he received the extra dollar.  
26 Beyond that, no sir.



1 CHAIRMAN WILLIAMS: That's the crux of the whole case.

2 MR.HACK: He did not receive it. It was not given to him  
3 on a silver platter. Mr. Roberts had to function at a double-  
4 header rate of pay for that pay.

5 MR. SLAYBAUGH: He guessed that it was about 20 percent of  
6 the time that he did not do the doubles work but that he still  
7 got the double rate of pay.

8 MR. HACK: No sir, that is not correct.

9 MR. ROBERTS: This is what I'm trying to say, that even the  
10 Company records will show that I got doubles pay.

11 CHAIRMAN WILLIAMS: Well, then if that's the case, the whole  
12 construction of this case here is that if they would have knocked  
13 you off in August and would have replaced you by a senior quali-  
14 fied man and that you only got the rate on the days that you  
15 performed the work, then you wouldn't have any claim. Now, when  
16 we called you back, he said that you only got the rate when you  
17 actually performed the work some time during that day, and you  
18 say that it was 80 percent of the time that you got it. I think  
19 the records are going to have to stand on their own. And if the  
20 records prove that you're right, you're entitled to it.

21 MR. ROBERTS: Well, I asked Hack. He'll tell you himself  
22 that I was the second highest paid on doubles since August. And  
23 I think Hack is honest about it and he'll tell you that the guy  
24 that got the highest rate of pay was because of me pulling  
25 doubles.

26 MR. HACK: This indicates, Mr. Chairman, that Mr. Roberts



1 was paid the higher rate of pay. But since August he has been  
2 classified as a front-end driver only, unless requested by the  
3 dispatcher on the specific day to function as a heavy-duty driver,  
4 and then he would have been paid for the day. But he is not  
5 classified as a heavy-duty man and he was chopped in August and  
6 replaced by a senior man, one of the 16.

7 MR. SLAYBAUGH: I think what is bothering us here is that  
8 from August, when this man was dropped from the job, clear on up  
9 to now, Mr. Roberts maintains that even on those dates that he  
10 has worked in which no part of the day was spent on the high-  
11 rated job, he still got the high rate of pay.

12 MR. HACK: No sir, he did not.

13 MR. SLAYBAUGH: Your position is that he did not.

14 CHAIRMAN WILLIAMS: Now, will the record substantiate this?

15 MR. HACK: His timecard will, with one exception, Mr.  
16 Chairman.

17 MR. ANDRADE: It will not.

18 MR. HACK: This one stipulation that I will make can get it  
19 clarified. Mr. Andrade, in a meeting at the terminal, asked the  
20 drivers to continue to put doubleheaders on their cards whether  
21 they drove or whether they did not drive them. I clarified this  
22 at the meeting with Mr. Andrade that if it was not approved by  
23 their immediate supervisor or dispatcher, it would not be paid.  
24 This was agreed upon at that time. But there were some drivers  
25 from 70, 99 percent of them, that put doubleheader on their card  
26 whether they drove them or not. Now, whether or not this is what



1 Mr. Roberts is referring to, I don't know.

2 MR. SLAYBAUGH: Did you pay it?

3 MR. HACK: No sir, we did not pay him. Only the ones  
4 that were authorized by the dispatcher and the timecards signed  
5 on that given date.

6 MR. SLAYBAUGH: Mr. Roberts says that he was paid.

7 MR. ANDRADE: Wait a minute. Mr. Chairman, let me correct  
8 you. Mr. Hack brought in something here that I will have to  
9 turn around and agree to a portion of it. Up until the time that  
10 you people up here made the decision that past practice and  
11 Maintenance of Standards would not apply on this side of the Bay,  
12 up until that time I told these gentlemen to keep marking their  
13 cards whether they did it or whether they didn't, so that in the  
14 event we got the decision in reverse from what we got, that we  
15 would know what the records were. And this was with the know-  
16 ledge of the Company. However, after you made that decision,  
17 then I told these gentlemen that they no longer were to mark  
18 their cards that way for the simple reason that there had been a  
19 decision rendered against us. They discontinued this. Mr. Hack  
20 now brings something else out. Mr. Hack ought to bring out the  
21 fact that not too long ago Mr. Tim Richardson and myself and  
22 Johnny Murnin sat in his office with Mr. Bert Pennington,  
23 and we agreed that due to the fact—and this is why I'm saying  
24 that the records will not show this—due to the fact that their  
25 records were very poorly kept and their directions from the dis-  
26 patchers were very poorly put so that we had two men, a Shop



1 Steward and an Assistant Steward, Ed Walls and Jerry Miller,  
2 sitting in the office with the understanding from the Company  
3 and the Union to go through their records to pay the men that  
4 didn't get paid who had money coming. And this was all  
5 straightened out. So what Mr. Hack is saying here is untrue.  
6 At this time he is bringing something in that we thrashed out,  
7 which has nothing to do with this. If you are going to render  
8 a decision in this case based on their records, we'll be back up  
9 here again, gentlemen, because their records will not show whether  
10 a man got paid or whether he didn't get paid.

11 MR. SLAYBAUGH: The paychecks and the computations will cer-  
12 tainly show it.

13 MR. ANDRADE: The checks would show a certain amount of  
14 money for the week.

15 MR. SLAYBAUGH: Or the information on the bottom will  
16 clearly show the hours worked and the overtime.

17 MR. KING: Their computations of the pay will show whether  
18 he received the heavy-duty pay for every day that he worked.

19 MR. ANDRADE: Yes, it will, but what I'm saying, George, is  
20 that it wouldn't actually show whether he did it or whether he  
21 didn't do it. As Mr. Hack just got through saying, it's only  
22 here in the last month, I guess, or somewhere around there, where  
23 these people went out from a meeting that we had and advised  
24 their people, their dispatchers, on how to assign these people  
25 to driving doubles or hostling. Up until that time there were  
26 no records.



1 CHAIRMAN WILLIAMS: Well, my only thinking is this, that  
2 you have to itemize your check in this area and it will show on  
3 a five-day week whether the man received an additional dollar or  
4 whether he didn't, right?

5 MR. ANDRADE: Yes.

6 CHAIRMAN WILLIAMS: Now, if the checks show that during this  
7 period from August 1 until he went on nights three weeks ago,  
8 because of his seniority, that there were weeks where he only  
9 received four or three dollars additional, that would prove the  
10 Company's point, wouldn't it, that they didn't pay him for those  
11 days where there was no work performed?

12 MR. ANDRADE: Right there I agree with you. However, let's  
13 reverse it now. How are you going to prove, in the week that he  
14 got paid the five dollars, that he actually only worked three  
15 days?

16 CHAIRMAN WILLIAMS: Well, I understand that.

17 MR. SLAYBAUGH: It will show how many hours he worked.

18 MR. ANDRADE: No, it doesn't show the hours. It just shows  
19 40 hours.

20 CHAIRMAN WILLIAMS: And it will show five hours overtime  
21 or seven hours overtime, or whatever it is at that rate.

22 MR. ANDRADE: No. It will show if a man works five days.

23 CHAIRMAN WILLIAMS: And if he gets five dollars, you're  
24 saying that you don't know whether he drove three days that week  
25 or whether he drove five?

26 MR. ANDRADE: That's right.



1 CHAIRMAN WILLIAMS: Now, it's going to show that if this  
2 Company can show more than 20 percent of the time that he didn't  
3 get this money, it will satisfy this Committee as to whether the  
4 man has anything coming or not.

5 MR. ANDRADE: If a man works only 40 hours this week and he  
6 turns around and he got five dollars for 40 hours, which is five  
7 dollars, that's for getting paid the doubles rate. I'm not dis-  
8 agreeing with what Roy said. I'm just reversing it. How do you  
9 prove that?

10 CHAIRMAN WILLIAMS: That he got the five dollars without  
11 driving three days?

12 MR. ANDRADE: Yes.

13 MR. SLAYBAUGH: If his checks don't show that he got it,  
14 then that's a horse of a different color, because he's not  
15 arguing that he didn't get paid when he pulled it. He's only  
16 arguing he didn't get the higher rate when he didn't do it.

17 CHAIRMAN WILLIAMS: Well, you guys sit down with the Company,  
18 and if you can't settle it, we will, because we can't take the  
19 information that you fellows have given us.

20 Excuse the parties.))

21 (Executive Session.)

22 MR. WYKOFF: This case is postponed, and the Committee  
23 will hold jurisdiction to see whether Local 85 and O.N.C. Motor  
24 System are able to settle their problem. If they can't, it will  
25 come back here on the agenda for the next meeting.

26



1 CASE #2-9-4367

February 4 1969

2:55 P.M.

2 LOS ANGELES-SEATTLE MOTOR EXPRESS, and

3 LOCAL 70, Oakland, California

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE

EMPLOYER COMMITTEE

6 ROY WILLIAMS, Chairman  
7 GEORGE KING

DON SLAYBAUGH  
STAN WYKOFF

8 APPEARANCES:

9 G. C. MURRAY and LEO N. BOSTER appeared on behalf of the  
10 Employer.

11 ROY NUNES appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: This is Case 4367 involving Local 70,  
14 Oakland, California, and the Los Angeles-Seattle Motor Express.  
15 And it was deadlocked on January the 9th 1969.

16 Go ahead, Roy.

17 MR. NUNES: On Sunday, December 15th, LA-Seattle used a  
18 hostler to perform pickup and delivery service. This was on  
19 Saturday, midnight, that we have a hostler come in every week.  
20 The Company knew well in advance that they had a pickup to be  
21 made for that night in question. They brought the one hostler  
22 in, sent him out to make a pickup and delivery, and in the  
23 interim period when he was gone, a line team came in and turned  
24 themselves. The Company stated that they were given orders not  
25 to turn themselves, but evidently they did.

26 Our problem is that I don't control the line drivers. I



1 feel this is the Company's problem. When I filed the case I  
2 filed it in three ways. One, the Company knowing that they did  
3 have the pickup to be made, should have brought in a man to per-  
4 form those duties, plus there was a regular hostler who came in  
5 every Saturday night to perform the hostling duties, or meaning  
6 picking up the next man in line that would have worked that  
7 night with a premium pay; secondly, either if we couldn't get the  
8 pay for the second man, then the man that came to perform the  
9 pickup and delivery work at midnight, that his time revert back  
10 to the 8:00 o'clock starting time, because we have no night  
11 deliveries.

12 Then, during the grievance—and how it got in there, I was  
13 a little amazed—the decision from Joint Council 7 was that the  
14 night hostler, under the Contract, was entitled to time and one-  
15 half above his applicable rate of pay for that day, which is  
16 time and one-half. In other words, what they're doing is build-  
17 ing time. And the Contract is clear. This is sort of amazing.  
18 The night shift hostler shall be prohibited from performing  
19 pickup and delivery service, except at time and one-half above  
20 the applicable rate of pay. So this was a time and one-half day  
21 to begin with. And I don't know if the case has ever been heard.  
22 You compiled eight hours on top of time and one-half, because  
23 they are already at a penalty rate of eight hours at time and  
24 one-half.

25 CHAIRMAN WILLIAMS: Your big argument though here is that  
26 they brought a hostler in, knowing they had a pickup, and since



1 he is prohibited from making pickups, is the reason that you are  
2 claiming that they should have brought in another driver to  
3 handle the pickup, and the regular hostler that comes in on  
4 Saturday night, or 12:01 midnight on Saturday night, would have  
5 been there to switch the truck that came in, had they not had  
6 him out on a pickup? Is that your whole argument?

7 MR. NUNES: Yes.

8 MR. SLAYBAUGH: That was probably your Union member's motion,  
9 I expect, that deadlocked it.

10 MR. BOSTER: I would like to make just a couple of general  
11 remarks and then Grif can give you the details on this.

12 Gentlemen, we have a scheduled hostler every Saturday night,  
13 regardless of whether we have one turn or ten turns. And I might  
14 add that this is contrary to the accepted situation at many barns  
15 in Oakland. I'm sure Roy is familiar with the ones that don't  
16 have hostlers. And there are agreements in this area, or under-  
17 standings, that if you have one or two coming in, it's all right  
18 for the line drivers to make it. Now, we haven't been party to  
19 this right from the start. We have a hostler that comes down  
20 regardless of how many there are. It's true that we had advance  
21 notice of this pickup. It was an emergency situation as far as  
22 the company that was involved was concerned, a very unusual  
23 pickup. We had a limited amount of hostling work for the regular  
24 hostler on this particular night. So we planned to send him out  
25 to make this pickup. And he was being paid the time and one-  
26 half rate in compliance with the Agreement. We did leave



1 instructions for the line driver to wait, to not make their own  
2 hookup. They took it upon themselves to do it. We have  
3 chastised them for that. But nevertheless, they did it. And I  
4 suppose, to that extent, we are technically wrong. We feel that  
5 we are complying with the spirit of the situation in Oakland,  
6 that we are providing a hostler so that the line drivers don't  
7 have to do the hostling work. We don't feel that anyone lost  
8 anything as a result of what occurred here. It's unfortunate  
9 that the line drivers made the hookup, but they did. And it's  
10 done.

11 The week following this incident, or two weeks following it,  
12 we had a hostler scheduled to come to work, and he didn't show  
13 up. I don't know how we finally found out that he wasn't there  
14 that night or didn't show up. Grif, you may want to comment on  
15 that. But we certainly didn't attempt to penalize the Local  
16 Union for the fact that the man didn't show up on a particular  
17 night.

18 You might want to make some comments, Grif. But generally,  
19 we feel that no one has lost anything as a result of this un-  
20 usual situation.

21 MR. SLAYBAUGH: There wasn't any doubt at the time that this  
22 hostler came to work, and you knew he was going to make this  
23 pickup, and you felt that there was no problem involved because  
24 you had no idea the line drivers were going to come in to turn.  
25 He was in fact instructed to wait until the hostler got back.  
26 Has this happened before?



1 MR. MURRAY: Well, it might have. But the line drivers  
2 will turn when the hostler has disappeared. And this is part of  
3 the problem that we have had existing, where we have a fellow  
4 being there for awhile and then being gone. We have tried to  
5 get pretty tight on their requirements on this hostling shift,  
6 so that if they stay there for the eight hours, they do turn  
7 when they come in.

8 MR. SLAYBAUGH: Do they have orders to wait?

9 MR. BOSTER: We wrote a disciplinary letter to the guy in-  
10 volved in this case. And that's about all we can do. We can't  
11 take the money away from him to give it to Roy's guy.

12 MR. SLAYBAUGH: I appreciate that. But I mean, if they are  
13 not following instructions and you have given them specific in-  
14 structions, are you taking any disciplinary action on them for  
15 doing that, or are you just looking out the window?

16 MR. MURRAY: This type of thing isn't a regular type of  
17 thing. Basically, we were providing that the hostler is there.  
18 Now, sure, there are certain exceptions, and the biggest excep-  
19 tion was on January 18th when the hostler didn't show up and they  
20 all had to turn. But nobody is arguing that. I don't know what  
21 kind of a penalty would go on that one.

22 MR. SLAYBAUGH: Normally the hostler will break them up and  
23 hook them up?

24 MR. MURRAY: Yes.

25 MR. SLAYBAUGH: Now, at this particular time, on this par-  
26 ticular night on which the line driver didn't come in, the



1 hostler wasn't there because he was out, but these drivers who  
2 had instructions, they were to wait until the hostler got back?

3 MR. MURRAY: This is right. It's one rig only that elected  
4 to hook up and leave.

5 MR. SLAYBAUGH: But he had instructions to wait until the  
6 hostler came in?

7 MR. MURRAY: Yes.

8 MR. NUNES: This has happened before. I can see it one  
9 time. There is always a mistake made once. But this is the  
10 second or third time now. And these guys are all over my back.  
11 Now, it's not my job to take care of the line drivers.

12 MR. MURRAY: It isn't the second or third time. Here, two  
13 months ago you had a case of where a team went into Pittsburg,  
14 had a problem, and came back. You know that thing fully. It  
15 was settled out and there was no penalty because they went out  
16 on their own and came back for help instead of calling. Now,  
17 you can't send somebody to ride with every line driver. You  
18 have got to think for them and even put a dime in the telephone  
19 to make a call for them.

20 MR. NUNES: I keep telling my guys the same thing.

21 MR. BOSTER: We have religiously brought a hostler in for  
22 Saturday night every time we have had turns. Now, we have  
23 situations where a guy comes in early, a line driver, and grab  
24 his trailer and has gone out. And we've had arguments over that.  
25 We have tried to keep them scheduled so they hit in this eight  
26 hours. But the main point is we have always had a hostler there.



1 Now, this is compared to other outfits in the City of Oakland  
2 who, on Saturday nights, have made two and three and four turns  
3 without a hostler. Now, that's somebody else's deal, and we're  
4 not going to cry too much about that. We have got a hostler and  
5 we are married to him. Who lost anything here because our  
6 hostler was down the street picking up a load, an unusual load,  
7 and some line driver comes in and grabs his own trailer, con-  
8 trary to instructions? We have to pay somebody else eight hours  
9 pay at time and a half rates? I think it's pure nonsense.

10 MR. NUNES: This has happened before, and this is where my  
11 problem is with the men.

12 CHAIRMAN WILLIAMS: Well, certainly, I must say that the  
13 Company is certainly responsible for the actions of its drivers.  
14 All you've got to do is try to take over that aspect as far as  
15 the Union is concerned. And they already say that we are in-  
16 fringing on their jurisdiction too much, anyway, by the language  
17 of the Contract. Certainly, the Company has to be responsible  
18 for its own drivers.

19 MR. MURRAY: Are you going to make the line driver pay?  
20 You can chastise him and take proper steps to impress this on  
21 him. But you can't cut his head off.

22 MR. BOSTER: Every carrier in Oakland is sending their  
23 hostler out on weekends and paying them the straight time and a  
24 half rate.

25 MR. SLAYBAUGH: Do you do that on your combination work  
26 clause?



1 MR. BOSTER: I don't want it to appear that we are fore-  
2 closed from doing this.

3 CHAIRMAN WILLIAMS: Excuse the parties.

4 (Executive Session.)

5 MR. WYKOFF: In this case, there is no claim. But the  
6 Company will be instructed that in the future when they have  
7 pickups or deliveries to be made, when they have a hostler on  
8 duty, they will bring in such help to handle it if needed.

9 CHAIRMAN WILLIAMS: You heard the motion.

10 All those in favor, signify by saying "Aye". Those opposed?  
11 The motion is carried.

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1 CASE #2-9-4365

FEBRUARY 4 1969

3'30 P.M.

2 DELTA LINES, INC., and

3 LOCAL 70, Oakland, California

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 GEORGE KING

DON SLAYBAUGH  
STAN WYKORF

8 APPEARANCES:

9 BILL BACIGALUPI, appeared on behalf of the Employer.

10 CHUCK MACK, appeared on behalf of Local 70.

11 - - -

12 CHAIRMAN WILLIAMS: This is Case 4365 involving Local 70  
13 and Delta Lines, Inc. The case was deadlocked on November 18  
14 1968 at the Joint Council #7 Labor-Management Committee.

15 MR. MACK: What happened here was explained in the facts.  
16 The Sacramento short-line driver came into Gerber's, and he made  
17 the delivery there, delivered a set of doubles, and then he went  
18 back to the terminal where he dropped the set off and he just  
19 delivered, picked up the loaded set, and then went to Sacramento.

20 We claim here that the short-line driver out of Sacramento  
21 violated the provisions of our Contract and did local work when  
22 he came into the area and made his drop and then went back to the  
23 terminal. He comes into the area to make a drop. That's one  
24 thing. And he comes into the area and goes to the terminal,  
25 that's one thing. But a person who comes into the area and makes  
26 a drop of a delivery and then goes into the terminal and back out



1 again, is still violating our Contract. And we claim here that  
2 pay for a person who is on layoff, or one of the regular employees,  
3 that this man is violating our jurisdiction.

4 MR. SLAYBAUGH: After he made this drop and unloaded this  
5 freight at the terminal, was the trailer that he brought back  
6 completely empty and no freight on them?

7 MR. MACK: I think they were. He delivered to Gerber's. He  
8 went back to the terminal and dropped a set off at the terminal  
9 and picked up a loaded set, and then went back to Sacramento.

10 MR. SARMENTO: He can deliver en route provided he leaves  
11 the county with the same set he comes in with.

12 CHAIRMAN WILLIAMS: Let's hear the Company's side.

13 MR. BACIGALUPI: He went to Gerber's and he took two loads  
14 and he brought the empties into the yard. He picked up two  
15 loaded trailers and went back to Sacramento. Now, we have this  
16 same case in reverse, with a 468 driver, with the Main Committee  
17 in May. Here is the transcript. And in this case, I say it's  
18 in reverse. The 468 man left the Bay Area, brought a set of  
19 trailers into the Sacramento yard, he dropped back, and he then  
20 bobtailed to the Sacramento terminal, which is in Sacramento  
21 proper, and picked up a loaded trailer, and back to Emeryville.  
22 I got that decision out of the Main Committee here in May.

23 MR. KING: A peddle run driver is one phase of the short-  
24 line operation since the inception of the Agreement in 1937, and  
25 the language has not changed.

26 The language in the Over-the-Road-Freight Agreement on short



1 and peddle runs aren't exactly the same. And it says that  
2 drivers are permitted to load and unload short-line deliveries  
3 if they stay with the equipment, or with the equipment assigned.  
4 Now, we had cases right at your barn before you were even there,  
5 a long time ago, when Dunn was working up on Hollis Street, or  
6 Emeryville, West Berkeley, Foger Street, where you can't do that.

7 MR. BACIGALUPI: Let me ask you a question. If that's the  
8 case, if he brought those empties into our barn and they loaded  
9 them back, are you saying then that that is not a violation?

10 MR. KING: No. Let me tell you what he did. If he could  
11 go into that barn, he could back that trailer right up to that  
12 terminal and stay right on that trailer. And if 70's guys could  
13 lead him the freight, he can stack it in that trailer and go  
14 back to Sacramento as long as he stays with the equipment that is  
15 assigned to him. And he knows this.

16 MR. BACIGALUPI: What would be the difference? Earlier you  
17 said he was taking away a 468 man's work.

18 MR. KING: There have been different interpretations placed  
19 on that. But historically in the Bay Area, road drivers brought  
20 the freight where they had the freight barns into the terminal,  
21 and then the local guys went and delivered it. So when we had  
22 the old short-line turnaround and peddle run drivers versus  
23 over-the-road drivers, it was brought into the terminals. Now,  
24 in this particular case, had it went to Gerber's and you wanted  
25 him to go back to Sacramento, and he came into Emeryville and  
26 dropped that loaded trailer and picked up a load of trailers and



1 went back to Sacramento, their guys would have delivered it to  
2 Gerber's. Now, you defeated their man by delivering the load to  
3 Gerber's. Now, I'm not saying that you can't do that. I'm  
4 saying that you could under the short-line, taking them from  
5 Sacramento and letting them deliver to Gerber's. They would have  
6 loaded another load at Gerber's, or they could have taken the  
7 same two trailers and went to Sacramento, loaded a load, and  
8 went back to Sacramento. But once they dropped the trailers,  
9 they are no longer short-line peddle-run drivers.

10 CHAIRMAN WILLIAMS: What you're saying is this, that there  
11 wouldn't have been anything wrong with what they did if they  
12 delivered to Gerber's, and Gerber's in the meantime had another  
13 load and they dropped that one and then they picked up this one  
14 and went on back. There would be no argument there, or there is  
15 no argument if he comes into the terminal, drops the set of  
16 loaded doubles and picks up another set of loaded doubles. But  
17 where the problem arises is that he, knowing there was a load at  
18 the terminal, could have dropped the load at Gerber's terminal  
19 and then they could have went ahead and unloaded it.

20 Anything else?

21 Off the record.

22 (Discussion off the record, all in which the case was  
23 settled and withdrawn.)

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1 CASE #11-8-4224

FEBRUARY 4 1969

4:10 P.M.

2 ENCINAL TERMINALS, and

3 LOCAL 70, Oakland, California

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE

EMPLOYER COMMITTEE

6 ROY WILLIAMS, Chairman  
7 GEORGE KING

DON SLAYBAUGH  
STAN WYKOFF

8 APPEARANCES:

9 JOHN DELSOL appeared on behalf of the Employer

10 DEKE DE COSTA appeared on behalf of Local 70.

11 - - -

12 CHAIRMAN WILLIAMS: This Case #11-8-4224, Local 70, Oakland,  
13 California and Encinal Terminals.

14 MR. DE COSTA: The question before us is this: The Company  
15 went back to the place of business. He did not post or state  
16 anything to the men until two days later. But in the interim,  
17 the Company turned around and hired new employees and put them  
18 to work under the container division and left the other employees  
19 who were on layoff and people working there no opportunity to go  
20 over into the container division.

21 CHAIRMAN WILLIAMS: That's for those two days?

22 MR. DE COSTA: Yes sir. Now, what we're saying is this,  
23 that if the Company went back, put this operation into effect,  
24 set up the bid position on the operation, I wouldn't be here at  
25 all with any quarrels, nothing at all. But the Company did not  
26 do this. They waited too long. They did it before the decision



1 was rendered here.

2 MR. SLAYBAUGH: What happened to these men that they hired  
3 after the bid had been finally decided?

4 MR. DE COSTA: They laid off some of these men, yes, and  
5 then they turned around and put this thing up for bid and they  
6 gave the people on the dry freight the right to bid over, accord-  
7 ing to seniority, and do the bidding. They did all this. There  
8 was no objection to that. I have no objection as to how they  
9 did it, after the procedure was once set up. But it's the time  
10 they took to set the procedure up where I am claiming the run-  
11 around. They did not have any of this bid or anything. So,  
12 therefore, the procedure was not in effect at this time.

13 MR. SLAYBAUGH: This was handed down on what particular day  
14 of the decision?

15 CHAIRMAN WILLIAMS: The decision was handed down at our  
16 last meeting. And we set the effective date as of that day.  
17 Now, as I understand it, it took a couple of days for the Com-  
18 pany to get their machinery in operation and bid the jobs. In  
19 the two-day period that he's talking about—and check me if I  
20 am wrong—they continued to hire outside people to do this work  
21 with people from one or the other companies being laid off with-  
22 out giving them a chance to go to work. This is what I under-  
23 stand Deke to say. I could be wrong.

24 MR. DE COSTA: They did not utilize our own people, our  
25 own people who seniority with the Company. Now, the majority of  
26 the people that you see there are people from our Company that



1 wanted the opportunity, and who should have worked over there,  
2 and who did not get over there because they did not put this up  
3 in time. Now, the Company had work available at their container  
4 division. They called in men assigned to the container division.  
5 And it was the position of the Union that they should have called  
6 in men by seniority at the Company's freight terminal. Now,  
7 what we are talking about there is that it was originally set up  
8 that they would use their seniority people in the container  
9 division till this bid position was set up by this Committee.  
10 All right. Now, the Committee met and they did set this position  
11 up. But then the Company did not put this into effect. So,  
12 therefore, they should have still maintained and used their  
13 seniority people until this bidding and this position was set,  
14 but they didn't do it.

15 CHAIRMAN WILLIAMS: Because they were doing it prior to the  
16 decision?

17 MR. DE COSTA: Yes.

18 MR. SLAYBAUGH: What are the dates here? You say that there  
19 are two days involved. What are the dates? When was the date  
20 of the decision and when was the date they put this into effect,  
21 do you know?

22 MR. DE COSTA: I don't have my briefcase here.

23 MR. DELSOL: I don't have the actual date of the decision.  
24 I believe it was November 17th, because they posted them on  
25 November 8th.

26 CHAIRMAN WILLIAMS: I think it was on a Wednesday, because



1 I left on Thursday.

2 MR. DELSOL: The date that I posted the notice to Local 70  
3 was November the 18th.

4 MR. DE COSTA: No. It was more than one day prior.

5 CHAIRMAN WILLIAMS: We would have to go back to our November  
6 meeting.

7 MR. DELSOL: Actually the day in question you are claiming  
8 is November 19th, and I posted it on November 18th.

9 MR. DE COSTA: John, this was not posted. I called your  
10 attention to it and then you said, "Yes, I'm going to get it  
11 posted."

12 MR. WYKOFF: These men that are putting in this claim now,  
13 when you did post this thing, did they bid?

14 MR. DELSOL: Yes, some of them did bid over it.

15 MR. DE COSTA: John, you did not have it posted until I  
16 called you and told you.

17 CHAIRMAN WILLIAMS: Well, if we are only talking about one  
18 day, I don't think this could have gotten up any quicker. But  
19 if it's two or three days, then there might have been a different  
20 opinion, because it would take you that long to get the  
21 machinery worked out.

22 MR. DE COSTA: I even had a meeting with the people on the  
23 dock pertaining to this.

24 MR. DELSOL: November 14th would have had to be the day,  
25 and I posted it Monday, November 18th. November 14th was a  
26 Thursday.



1 CHAIRMAN WILLIAMS: But we didn't hear it on Thursday be-  
2 cause I left Thursday morning. And we have heard this. So it  
3 had to be on a Wednesday. So you're talking about the 13th,  
4 which was Wednesday, until Monday before it was posted.

5 MR. SLAYBAUGH: So you had it for two days.

6 MR. DELSOL: On October 2nd we had offered to the employees  
7 in Local 70 an opportunity to transfer under Article 5—Section  
8 5 of the National Master Agreement. On October 2nd we offered  
9 the opportunity to the employees in the San Leandro Division to  
10 go to the container division. And they transferred. The balance  
11 did not wish to go. So we operated for a whole month, while  
12 this grievance was going on, with two separate seniority lists  
13 without any complaint. Now, the Panel did not rule that I was  
14 wrong in the original offer. The only reason that we reoffered  
15 was on the basis that it would be reoffered every year. And so  
16 when we reoffered it, out of this group of people that he's  
17 claiming, only one of them then transferred down there. There  
18 were two or three transferred. But those are the people that  
19 were actually off on vacation.

20 Now, the point here is that the Company followed the Con-  
21 tract to start with in making the offer. We offered it to the  
22 employees on October 2nd. And only a certain group of these  
23 employees moved down here. Now, for this whole period of time  
24 that we're working, the Panel didn't rule against us. And the  
25 only reoffer that we made was to give anybody that had been down  
26 there a chance, the second chance, to make the move, according to



1 what the ruling was.

2 CHAIRMAN WILLIAMS: Because now they transferred under a  
3 different set of rules, which is that they had the right every  
4 year to bid back and forth.

5 MR. DE COSTA: There's a little more than what Mr. Delsol  
6 said. When he came up with that transferring, I then called him  
7 and had a meeting with the men on the dock on this thing. I  
8 said, "No sir, you're not going to transfer these men under that  
9 fashion. They will go according to their seniority rights."

10 Now, then, it was agreed that they would go according to  
11 seniority rights, with the option, if they did not like it, that  
12 they were entitled to the right to come back to the dry freight  
13 division. This was agreed upon until this case would be heard  
14 up here and a decision was made. This is what I am saying now,  
15 that when the decision was made up here on Wednesday, the 13th,  
16 it was not posted until four or five days later, which was the  
17 Monday following. And he did not follow the procedures of  
18 seniority under the basis of the rules until this thing was bid  
19 on. That's all I'm saying. He went out of sequence of the  
20 seniority rights to do this.

21 CHAIRMAN WILLIAMS: You're saying that on Wednesday, when  
22 the case was heard, he didn't follow for three or four days the  
23 same procedure that he followed prior to coming to this Committee  
24 meeting?

25 MR. DE COSTA: Yes sir.

26 MR. DELSOL: I followed the same procedure, because I thought



1 they had two divisions set up.

2 MR. SLAYBAUGH: On October 5th you started this double  
3 seniority deal and you offered the jobs to them, but he didn't  
4 object to it. He then instructed, according to Deke, certain of  
5 his men, or suggested to certain of his men that they don't bid  
6 it until this thing gets up here. If I understand, I think his  
7 objection is that after it got settled, some of those who hadn't  
8 bid it wanted to bid it, is that right?

9 MR. DE COSTA: No.

10 MR. DELSOL: While the bid was in effect, which we gave them  
11 from the 18th to the 22nd to make up their mind, on the 19th  
12 some of those men didn't work, and that's the day in question  
13 that he claims. According to this thing here, you say that on  
14 the 19th the men didn't work. Well, that's true, because we had  
15 already had the two seniority lists set up. I could not tell  
16 which of these people wanted to work down there, because, prior  
17 when we asked them, they did not want to work down there because  
18 they didn't bid over to it.

19 MR. DE COSTA: Now, you used men down there, John, who had  
20 never had 13 days with your Company and who never had seniority  
21 with your Company, and you turned around and used those people  
22 down there without utilizing your seniority people. Let's tell  
23 them what happened. And this is what the beef is.

24 MR. SLAYBAUGH: But ever since October 15th, these people  
25 whom he didn't utilize also said they didn't want to go to the  
26 container division?



1 MR. DELSOL: That's right.

2 MR. DE COSTA: They did not, because they had the right to  
3 go on the bid position when it came up, according to what the  
4 Panel ruled.

5 MR. KING: Right now is everybody bid?

6 MR. DE COSTA: Yes.

7 MR. KING: When do you bid?

8 MR. DE COSTA: Every year, starting January 1st 1970.

9 MR. KING: 1970 isn't here yet.

10 MR. DE COSTA: I know that.

11 CHAIRMAN WILLIAMS: We settled the question in November,  
12 with the understanding that we certainly didn't want to just get  
13 it started now and bid it again the first of the year. And we  
14 set it then from November down to January of 1970.

15 MR. KING: This is what he is saying, that until they bid  
16 and decide where they're going to go for the year, if there is a  
17 layoff, he has to take the seniority guys from the other place.  
18 That's what he's saying.

19 CHAIRMAN WILLIAMS: Is that what you're saying?

20 MR. DE COSTA: No. Don't make it more complicated than it  
21 is. Once this Panel made a ruling that it go into a bid posi-  
22 tion, then there were no more arguments after that. But before  
23 the bidding came up, before the 13th—

24 CHAIRMAN WILLIAMS: Between the 13th and the 19th?

25 MR. DE COSTA: Yes. That's when the argument came up.

26 CHAIRMAN WILLIAMS: Yes, because on the 19th he put up the



1 bid on the Monday, and it's from the 13th to the 18th where he  
2 has the argument.

3 MR. DE COSTA: But the guys had already been working.

4 MR. DELSOL: Had I known that the intent of the Panel was  
5 the very next day I had to put the men on, I would have made the  
6 offer right then and there the next day and gave them one day to  
7 get down there.

8 CHAIRMAN WILLIAMS: Well, the only thing we said was when  
9 is the effective date of this? And we said "As of today."

10 MR. DELSOL: I felt I was already operating with two  
11 seniority lists.

12 MR. SLAYBAUGH: When you originally started?

13 MR. DELSOL: On October 2nd.

14 CHAIRMAN WILLIAMS: Off the record.

15 (Discussion off the record, following which there was the  
16 Executive Session.)

17 MR. It has been moved that the Company shall pay  
18 the five senior men laid off three days each from November 13th  
19 through November 19th, inclusive, and this decision will settle  
20 all claims based on this Committee's decision of November 13th  
21 1968.

22 CHAIRMAN WILLIAMS: You have heard the motion. Are you  
23 ready for the question?

24 All those in favor, signify by saying "Aye." Those opposed?  
25 The motion is carried.

26

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1 CASE #4415

FEBRUARY 5 1969

11:00 A.M.

2 SANTA FE TRAILS CORPORATION, and

3 LOCAL 70, Oakland, California

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 GEORGE KING

DON SLAYBAUGH  
GORDON KIRBY

8 APPEARANCES:

9 HARRY COZART appeared on behalf of the Employer.

10 LOUIS RIGA appeared on behalf of Local 70

11 - - -

12 CHAIRMAN WILLIAMS: This is Case 4415 involving Local 70  
13 and Santa Fe Trails. It was deadlocked on January 16th, Joint  
14 Council 7 Labor-Management Committee.

15 MR. RIGA: A Local 85 driver employed by Santa Fe Trails  
16 was dispatched from San Francisco to the Oakland pig ramp at  
17 40th and San Pablo.

18 MR. KING: There's no use going into this case. He can't  
19 do it, and you agreed that you can't do that. Now, you can't  
20 take a Local 85 man and go to Oakland and pickup a trailer in  
21 Oakland and take it to Richmond. Now, you agreed to this in  
22 your change.

23 MR. KIRBY: He didn't say we did it.

24 MR. KING: That's what he did say.

25 MR. RIGA: No, I didn't. He had Tractor No. 12H25 and he  
26 went to 40th and San Pablo, as I already stated, and picked up



1 Van No. S002-209090 and took it to the Richmond pig ramp. And  
2 this occurred about 11:00 A.M. in the morning.

3 It's the Union's position that this should be Local 70 work.  
4 That's our case.

5 MR. SLAYBAUGH: Your record is that the man who testified  
6 said that they did go to the pig ramp?

7 MR. RIGA: Yes. Excuse me. The man's name is Grible,  
8 a Local 85 driver.

9 MR. SLAYBAUGH: And he told you that he deadheaded to the 85  
10 terminal to the pig ramp?

11 MR. RIGA: We had employees that observed him at 40th and  
12 San Pablo. The Shop Steward talked to Grible and told me this  
13 was so. And I also met with the Company on this matter. And  
14 they said that they wouldn't pay the claim. And at that time  
15 they said that, yes, this was true. Now, if there is anything  
16 else, that's up to the Company to bring up at this time.

17 MR. COZART: I'll show you the filing on this. Originally  
18 they never told me yet what driver or what trailer. Here's the  
19 filing. What date? There is no date, no nothing that I can  
20 check. I have only two drivers in 85 and both of them have  
21 denied it. Now, Mr. Riga here didn't say that Mr. Grible told  
22 him. He said he went through several people. But I don't think  
23 Mr. Grible told him that he did this, because I questioned Mr.  
24 Grible and the other driver, the only two drivers we have in 85.

25 MR. SLAYBAUGH: You mean that this was handled at the Local  
26 level while you were present and there were no dates mentioned,



1 no persons, names, or anything of that sort?

2 MR. COZART: That's right.

3 MR. RIGA: He is wrong, because my notes are the same as I  
4 had at the Local level, and I mentioned it to the Panel.

5 MR. COZART: Here is the file. And there is no man's name,  
6 no date, no nothing. And I can't even check it out.

7 MR. SLAYBAUGH: You didn't get this information at the  
8 Local level?

9 MR. COZART: No. And I talked to my two drivers. I've  
10 only got two, and they both deny it.

11 MR. SLAYBAUGH: You talked to this man Grible? Is he one of  
12 them?

13 MR. COZART: Yes.

14 MR. SLAYBAUGH: And what did he say?

15 MR. COZART: They denied it.

16 MR. KING: Now, you can't do this with Local 85.

17 MR. COZART: We know that, George.

18 MR. SLAYBAUGH: All right. Now, the question that you are  
19 bringing up here appears to be that of one man's word against  
20 another, presumably.

21 MR. COZART: Yes.

22 MR. SLAYBAUGH: Let me ask you, Lou, was this statement  
23 made to you by someone else, or was it made by—

24 MR. RIGA: One of my Shop Stewards talked to Grible.  
25 And of course, he doesn't know if Grible doesn't want to say  
26 anything to the Company.



1 MR. SLAYBAUGH: Well, you are getting second hand informa-  
2 tion.

3 MR. RIGA: No, I don't think so. I have two Shop Stewards  
4 that investigated and presented it to the men, and then I went  
5 ahead and talked to Harry and presented him with the dates and  
6 everything.

7 MR. SLAYBAUGH: When you talked to Harry, you gave him all  
8 this information that you're now giving us?

9 MR. RIGA: That's right.

10 MR. SLAYBAUGH: Why don't you put that in the grievance?

11 MR. RIGA: For the same reason that the Union tells us that  
12 it's insubordination. He doesn't tell me why. Those are the  
13 filings I get from the Employer.

14 MR. SLAYBAUGH: That's the first time I heard of that.

15 MR. KING: Won't your records show that that trailer left  
16 Oakland for Santa Fe?

17 MR. COZART: If I had the trailer number, I could have  
18 checked it out, and the date. But I don't have anything.

19 MR. KING: Well, why don't you do this? Certainly, your  
20 records will show that you had a trailer of that number that  
21 moved on that particular day from 40th Street to Richmond.

22 MR. COZART: We have a record of every trailer we moved to  
23 every place.

24 MR. SLAYBAUGH: You say you agree that 85 cannot go to 70 and  
25 then go to Richmond? Is that true?

26 MR. KING: I helped put that change together for the Com-  
pany. The Unions wanted to take the position that an 85 man



1 couldn't come to Oakland and take trailers to San Francisco,  
2 and vice versa. And we said they couldn't do that. It was  
3 Simon over the phone who gave me authority. We had several  
4 meetings, and nobody wanted to come down and stand up and be  
5 counted. That was at the CTA. Davis said, no. He said "I  
6 don't want to be responsible." I called up Simon and he said  
7 "You have the authority to speak for 315. And we agreed. This  
8 is why I jumped right up when he had this other thing, that the  
9 Richmond man could come to Oakland, drop a trailer, pick up a  
10 trailer and go back to Richmond. The Richmond man could take a  
11 trailer to San Francisco and pick up a trailer in San Francisco  
12 and come back to Richmond.

13 MR. COZART: Everything you said is right. I was there.  
14 But we couldn't pick up a trailer in Oakland and take it to  
15 Richmond with a Local 85 man unless the people were laid off.  
16 And then we couldn't do it. Lou has said he got people laid  
17 off. I'll be honest about that. If people are laid off, we  
18 couldn't do it. We could still do any of that as long as the  
19 people were working.

20 MR. KING: Well, if everybody was working, you wouldn't have  
21 any grievance and we wouldn't even be here.

22 MR. RIGA: Mr. Chairman, I would like to add one thing.  
23 Now, the Company has told me that Local 70 cannot go and be dis-  
24 patched from the Oakland terminal and the 315 pig ramp and come  
25 into Oakland for delivery. They said that 315 won't allow them.  
26 Now, what's good for the goose is good for the gander.



1 MR. SLAYBAUGH: That's not so. We never told anybody that.

2 MR. RIGA: And you won't put it into effect, and Shirey  
3 even said that, because we have been trying to get some of our  
4 people to work.

5 (Executive Session.)

6 MR. KING: My motion is that the Company be instructed to  
7 produce the records for the Business Agent, and if Trailer No.  
8 S002-209090 was picked up by a San Francisco driver and taken to  
9 Richmond, that the Company owes a day's pay to the senior laid-  
10 off employee of the Oakland roster.

11 CHAIRMAN WILLIAMS: You have heard the motion. Are you  
12 ready for the vote?

13 (Motion put to a vote.)

14 MR. KING: The motion is carried.

15 (Whereupon, the parties returned to the hearing room and  
16 the motion was read by the Reporter.)

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1 CASE #2-9-4372

FEBRUARY 5 1969

11:15 A.M.

2 O.N.C. MOTOR FREIGHT SYSTEM, and

3 LOCAL 85, San Francisco, California

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 GEORGE KINGDON SLAYBAUGH  
GORDON KIRBY

## 8 APPEARANCES:

9 W. L. GALBRAITH appeared on behalf of the Employer.

10 TOM ANDRADE appeared on behalf of Local 85.

11 - - -

12 CHAIRMAN WILLIAMS: This is Case 4372, involving Local 85,  
13 San Francisco, and O.N.C. Motor Freight System. It was dead-  
14 locked by Joint Council #7 Labor-Management Committee January 9  
15 1969.

16 MR. ANDRADE: The reason why it was deadlocked, Roy, was  
17 more or less because of an interpretation of the 24-hour clause.  
18 Now, there is a 24-hour thing in here, but actually it doesn't  
19 explain anything. And when Roy brought it back, we postponed it  
20 because Roy said that he had some sort of decision on the 24-  
21 hour clause. But when we read it, the Panel was not satisfied  
22 with what is in here. You can find it, Roy. So they deadlocked  
23 it.

24 Now, here's what happened. O.N.C., for a long time with  
25 this customer, which is Chancelor & Lyons, an auto parts ware-  
26 house, always used to take mufflers and muffler pipes, and they



1 delivered, and O.N.C. would turn around and stay with the equip-  
2 ment and unload it. So here about two months ago or so, these  
3 people moved down South somewhere. And here about two months  
4 ago they decided to send a letter to O.N.C. which said that in  
5 order to unload the container, or the boxes, that they wanted to  
6 have them dropped down there. So they started doing this, and  
7 so we objected to it. I have the 24-hour situation explained to  
8 me once before by the International at various times and we feel  
9 that the reason why Chancelor & Lyons wants this does not come  
10 under the 24-hour clause. If I remember, our General President  
11 at one time said that this was more or less for a storage pur-  
12 pose; in other words, where they could not unload it today, so  
13 that they would leave it down there and the Company would use  
14 this van, for instance, for storage for 24 hours. And then after  
15 that, they could turn around and unload it. But with O.N.C.,  
16 this is not so. They dropped the van down there, Chancelor &  
17 Lyons opens it, and they've got ten parts men that are waiting  
18 on customers and stuff like that, and they unload it in between  
19 waiting on customers. This is not for storage purposes. This  
20 is not the fact that they haven't got any space, you know, where  
21 they want to make space so they can turn around and unload this.  
22 So we feel that under the work jurisdiction and under the 24-  
23 hour clause that they are wrong. We feel that we are not saying  
24 that they can't drop it as long as our people unload it. We are  
25 not saying that O.N.C. can't turn around and take it down there,  
26 drop it off, and tell the front-end guy to go somewhere else and



1 pick a load up, as long as our people unload it. And this is  
2 without going into too much detail. This is the case itself.

3 CHAIRMAN WILLIAMS: All right. Go ahead.

4 MR. GALBRAITH: Tom has given the facts about the way it  
5 happened. After Chancelor & Lyons did move South, they sent us  
6 a letter. It was dated July 16 1968. I'll read the request  
7 they made. It's short. It's addressed to our terminal manager  
8 at the San Francisco terminal.

9 "Dear Sir:

10 "Our Marmount Exhaust System Parts Order arrived at our  
11 warehouse via your company. The orders are full trailers of  
12 tailpipes and mufflers and are extremely difficult to handle.  
13 There are times when we must reorganize our stock in order to  
14 properly unload your trailer. It would certainly assist us  
15 greatly if you would drop your trailer at our warehouse for a  
16 20 to 48-hour period. Please advise."

17 It's signed by Bill Leary, District Manager.

18 The problem that developed with us on this particular load  
19 is that we go down there and they can't receive it, and we're  
20 sitting there all day long and they don't take the stuff from us.  
21 And they're working, just like Tom said. The crew is working  
22 and they can't check us off. And it's minimal freight as it is.  
23 The revenue on it is minimal. And if we have to have the man  
24 sit there for 16 or 18 hours to get the thing unloaded, it  
25 wouldn't even be desirable freight to haul. So in the past few  
26 months we have sent a few trailers down there and left them



1 there for 20 to 48 hours for them to unload. And this is what  
2 brought the case before the Committee. And we would like to have  
3 an interpretation of what is 24 hours. That is why it came to  
4 the Committee.

5 MR. SLAYBAUGH: I would like to know a little bit more about  
6 the contents. I understand these are mufflers and pipes. Are  
7 there stock numbers on them, or does somebody have to check each  
8 piece? Do the ten men just go out and pick them up when they  
9 have the time and put them in a stock bin?

10 MR. ANDRADE: Most of the mufflers and pipes are stacked or  
11 they stand them up.

12 MR. KIRBY: Is this a sorting and stock procedure?

13 MR. SLAYBAUGH: In previous times, I presume the driver  
14 unloaded them, didn't he?

15 MR. GALBRAITH: Yes.

16 MR. SLAYBAUGH: How long did it take to unload it? What  
17 time is really involved in this?

18 MR. GALBRAITH: Well, three and a half, four hours on a  
19 straight load.

20 MR. SLAYBAUGH: In other words, the 24 hours in this case  
21 is purely at the convenience of the customer and it's not an  
22 element of time involved?

23 CHAIRMAN WILLIAMS: Let me ask a question. I think we can  
24 talk for a week about it. But according to this document here,  
25 do you agree that before this warehouse moved, it was an estab-  
26 lished past practice that your Local 85 people unloaded this



1 merchandise?

2 MR. GALBRAITH: I'd have to say that we did, when the ware-  
3 house was right here in the City. That's the way they received  
4 it from us.

5 CHAIRMAN WILLIAMS: OK. Anything else? Excuse the parties.  
6 (Executive Session.)

7 MR. KING: I would like to make a motion that the claim of  
8 the Union be upheld.

9 CHAIRMAN WILLIAMS: You heard the motion. Are you ready  
10 for the vote?

11 (Motion put to a vote.)

12 MR. KING: The case is deadlocked.

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1 CASE #2-9-4376

FEBRUARY 5 1969

11:35 A.M.

2 PACIFIC MOTOR TRUCKING COMPANY, and

3 LOCAL 287, San Jose, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE

6 ROY WILLIAMS, Chairman  
7 GEORGE KING

DON SLAYBAUGH  
GORDON KIRBY

8 APPEARANCES:

9 DON MCKNIGHT appeared on behalf of the Employer.

10 PETE CANCELLA appeared on behalf of Local 287.

11 - - -

12 CHAIRMAN WILLIAMS: This case involves Local 287 and  
13 Pacific Motor Trucking. It was deadlocked by the Joint Council  
14 #7 Labor-Management Committee on November 7 1968. OK.

15 MR. CANCELLA: This is more or less a clarification. We  
16 have been having a dispute as to what is the lip of the truck.  
17 And what is happening is that the companies go to a consignee  
18 and the consignee has a pallet roller, and they roll the thing  
19 on the bed. And they are permitting the consignees lift truck  
20 to come up to the truck and set this pallet and roller on it,  
21 and then the guy rolls it in the van and he unloads it. He is  
22 hand-bucking all this stuff.

23 It was my understanding that the lip of the truck is the  
24 back part of the truck. And where they are setting the roller  
25 and where they are putting the pallet, this is the bed of the  
26 truck. The companies are contending that this portion of it has



1 been regarded as the lip of the truck. So we haven't been able  
2 to see eye to eye on this, and there has been quite a lot of  
3 discussion. And I would like to get a classification as to  
4 which way I'm going here. Is that the lip of the truck or isn't  
5 it?

6 MR. SLAYBAUGH: I would like to ask a few questions about  
7 this particular case.

8 Is there a dock there at this particular location?

9 MR. CANCELLA: At some places there are and at some there  
10 aren't.

11 MR. SLAYBAUGH: Well, in this particular instance that you  
12 have filed here, is there a dock?

13 MR. CANCELLA: On this one, there is, yes.

14 MR. SLAYBAUGH: Well, then, as I understand the position  
15 of the Union, this forklift of the customer would have to set the  
16 material down on the dock?

17 MR. CANCELLA: Yes, or close to the lip of the truck on  
18 the dock.

19 MR. SLAYBAUGH: Where there isn't a dock, then you say that  
20 the forklift has to set on the ground and the driver has to get  
21 off and go back and forth?

22 MR. CANCELLA: Well, we are not saying that either, because  
23 at 99 percent of the places they stack up the pallets to come  
24 even with the truck. So it could be a stack of pallets there.  
25 And they set the pallet on top of the cases, and the fellow takes  
26 it from there to the truck.



1 MR. SLAYBAUGH: What happens when a truck has the built-in  
2 rollers on it? You know, the rollers that are right in the bed  
3 of the truck.

4 MR. CANCELLA: I have never seen one in our areas with the  
5 built-in rollers, as yet.

6 MR. SLAYBAUGH: Well, you know that they do have rollers  
7 with built-in rollers?

8 MR. CANCELLA: Yes, but I have never, in all my experience  
9 down there, seen a truck that had rollers built in, except for  
10 guys that are unloading paper, rolls of paper.

11 MR. KIRBY: What would be your position if a truck did have  
12 the built-in rollers?

13 MR. CANCELLA: I would have to take the position at that  
14 time. I couldn't even answer that right now. I have never seen  
15 it.

16 CHAIRMAN WILLIAMS: Let's hear the Company.

17 MR. CANCELLA: The only thing I want to say is that we are  
18 not expecting the Company to hire a man to stand idly by doing  
19 nothing. We say that if a man has 40,000 or 20,000 pounds and  
20 he needs help, By God, he should have a helper to help him. We  
21 are not saying that the guy should stand there and do nothing.  
22 We want him to work and earn his money.

23 CHAIRMAN WILLIAMS: Let's hear from the Company.

24 MR. McKNIGHT: I think the issue as outlined by Mr. Cancell  
25 is squarely before the Committee. We have no other circumstances  
26 to contribute about this particular claim. I would say, however,



1 that we look from the lip of the truck as that point of the  
2 truck where the freight is loaded or unloaded. And we do, wherever  
3 pallet rollers are available, expect our people to utilize pallet  
4 rollers, and we do not feel obligated to hire a lumper to assist  
5 him.

6 Other than that, I think that the Committee has a full  
7 understanding of what the problem is. I can add nothing else in  
8 terms of unusual circumstances to what Pete Cancilla has  
9 brought before you.

10 (Executive Session.)

11 MR. KIRBY: I make the motion that a forklift can literally  
12 place a pallet on a pallet roller at the rear of the truck, but  
13 it cannot run inside the truck and push that pallet roller.

14 (Discussion off the record.)

15 CHAIRMAN WILLIAMS: Let's wipe out the motion that was made  
16 and say that we will retain jurisdiction with the understanding  
17 that the two parties will get together and work out their par-  
18 ticular problems based on the discussion that we had here.

19 (Whereupon, the hearing was concluded.)

20 -- -- --



1 CASE #4419

FEBRUARY 5 1969

2:40 P.M.

2 CONSOLIDATED FREIGHTWAYS, and

3 LOCAL 287, San Jose, California

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 GEORGE KING

STAN WYKOFF  
GORDON KIRBY

8 APPEARANCES:

9 CHARLES F. DICKMAN appeared on behalf of the Employer

10 PETE CANCELLA appeared on behalf of Local 287.

11 - - -

12 CHAIRMAN WILLIAMS: This is Case #4419 involving Local 287  
13 and Consolidated Freightways. It was deadlocked at Joint Council  
14 #7 Labor-Management Committee on January 16 1969.

15 MR. CANCELLA: Well, this is where the Company sends night  
16 hostlers from San Jose out of our jurisdiction into another  
17 jurisdiction and pay these men their night rate, plus ten percent.  
18 According to our Contract, the only time that they pay this is  
19 when a man runs terminal to terminal within the Local juris-  
20 diction. They are running out of our jurisdiction, and I say  
21 they should pay time and one-half for the entire shift. The  
22 night hostlers are running from San Jose out of our jurisdiction  
23 into San Leandro, or wherever their terminal is, and back again,  
24 and on night pay, plus ten percent. The Contract says that they  
25 don't pull terminal to terminal within our jurisdiction, that  
26 they leave the jurisdiction and they get time and one-half for



1 the entire shift.

2 MR. KING: What do you say to that?

3 MR. DICKMAN: He is talking about Article 51, Section  
4 8(b), I assume. And I would like to first point out that I have  
5 statements here from the man, a man by the name of F. J. Kerr  
6 who was the previous terminal manager at San Jose. And he states  
7 that from August of 1956 until the time he left, we had done it  
8 in this manner out of San Jose. And, of course, the present  
9 terminal manager confirms that we have done it. I would refer  
10 the Committee to this Section 8(b) 51, which is the one that  
11 Pete is talking about. And I would also refer it to Article 52  
12 which contains the trans-bay operation language. These two  
13 articles are identical. The language and the words are identi-  
14 cal. And we have operated trans-bay under this for years. And  
15 it's our position that by past practice we have done it.

16 CHAIRMAN WILLIAMS: Excuse the parties.

17 (Executive Session.)

18 CHAIRMAN WILLIAMS: The motion is that the Company be in-  
19 structed to comply with Article 51, Section 8(b).

20 MR. KING: I'll second the motion.

21 (The motion was put to a vote.)

22 CHAIRMAN WILLIAMS: The motion carried.

23 (Whereupon, the parties returned to the hearing room and  
24 the motion was read by the Reporter.)

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JOINT WESTERN AREA COMMITTEE AGENDA  
SAN FRANCISCO HILTON HOTEL  
TOYON SUITE

FEBRUARY 3, 4, 5, 6, 7, 1969

JOINT SESSION OF THE FULL COMMITTEE - 10:00 A.M., Monday, 2-3-69  
(Must be present at that time)

THE FOLLOWING ARE LOCAL 70 CASES FILED:

<u>AGENT</u>	<u>COMPANY</u>	<u>JW CASE NO.</u>	<u>JC 7 CASE #</u>	<u>PAGE</u>
RIGA	P. M. T.	2-8-3561		178
NUNES	RINGSBY	2-8-3562	LD 3472	179
SARMENTO	DELTA LINES	2-8-3580	LD 3565	180
RIGA	P. M. T.	5-8-3863	LD 3668	181
SARMENTO	C. M. E.	8-8-4054	LD 3741,4739	182
DE COSTA	ENCINAL	11-8-4224	LD 4362	184
RIGA	MARCH TRANSPORT	11-8-4227		185
MACK	PAXTON TRUCK	11-8-4230	LD 4062	186
SARMENTO	DELTA LINES	2-9-4364	CB 2740	187
SARMENTO	DELTA LINES	2-9-4365	CM 2780	188
NUNES	DI SALVO	2-9-4366	LD 4406	189
NUNES	L.A.S.M.E.	2-9-4367	LD 4423	190
SARMENTO	P. I. E.	2-9-4368	LD 4325	191
SARMENTO	P. I. E.	2-9-4369	LD 4295	192
NUNES	SYSTEM 99	2-9-4370	LD 4421	193
SARMENTO	WELLS CARGO	2-9-4371	LD 4383	194



JOINT WESTERN AREA COMMITTEE AGENDA  
SAN FRANCISCO HILTON HOTEL  
TOYON SUITE

FEBRUARY 3, 4, 5, 6, 7, 1969

JOINT SESSION OF THE FULL COMMITTEE - 10:00 A.M., Monday, 2-3-69  
(Must be present at that time)

THE FOLLOWING ARE LOCAL 70 CASES FILED:

<u>AGENT</u>	<u>COMPANY</u>	<u>JW CASE NO.</u>	<u>JC 7 CASE #</u>	<u>PAGE</u>
RIGA	P. M. T.	2-8-3561		178
NUNES	RINGSBY	2-8-3562	LD 3472	179
SARMENTO	DELTA LINES	2-8-3580	LD 3565	180
RIGA	P. M. T.	5-8-3863	LD 3668	181
SARMENTO	C. M. E.	8-8-4054	LD 3741,4739	182
DE COSTA	ENCINAL	11-8-4224	LD 4362	184
RIGA	MARCH TRANSPORT	11-8-4227		185
MACK	PAXTON TRUCK	11-8-4230	LD 4062	186
SARMENTO	DELTA LINES	2-9-4364	CB 2740	187
SARMENTO	DELTA LINES	2-9-4365	CM 2780	188
NUNES	DI SALVO	2-9-4366	LD 4406	189
NUNES	L.A.S.M.E.	2-9-4367	LD 4423	190
SARMENTO	P. I. E.	2-9-4368	LD 4325	191
SARMENTO	P. I. E.	2-9-4369	LD 4295	192
NUNES	SYSTEM 99	2-9-4370	LD 4421	193
SARMENTO	WELLS CARGO	2-9-4371	LD 4383	194



JOINT WESTERN AREA COMMITTEE AGENDA  
SAN FRANCISCO HILTON HOTEL  
TOYON SUITE

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Case #	Local: 961	Automotive Dispute
(30)	DC International	Post Marked Jan. 13/69
Case #	Local: 961	Automotive Dispute
(31)	DC International	Post Marked Jan. 13/69
Case #	Local: 961	OTR Dispute
(32)	DC International	Post Marked Jan. 13/69
Case #	Local: 961	OTR Dispute
(33)	Navajo Freight Lines	Post Marked Jan. 13/69
Case #	Local: 961	Automotive Dispute
(34)	Santa Fe Trail	Post Marked Jan. 13/69
Case #	Local: 961	OTR Dispute
(35)	Santa Fe Trail	Post Marked Jan. 13/69
Case #	Local: 983	OTR Dispute
(36)	Garrett Freightlines	Post Marked Jan. 21/69
Case #	Local: 315	Discharge
4413 (37)	West Transportation	Post Marked Jan. 23/69
Case #	Local: 222	Suspension
(38)	P.I.E.	Post Marked Jan. 21/69
Case #	Local: 70	Joint Council # 7 Dispute
4415 (39)	Santa Fe Trail	Post Marked Jan. 23/69
Case #	Local: 70	Joint Council # 7 Dispute
4416 (40)	Santa Fe Trail	Post Marked Jan. 23/69
Case #	Local: 70	Joint Council # 7 Dispute
4417 (41)	Santa Fe Trails	Post Marked Jan. 23/69
Case #	Local: 85	Joint Council # 7 Dispute
4418 (42)	Nielsen Freight Lines	Post Marked Jan. 23/69
Case #	Local: 287	Joint Council # 7 Dispute
4419 (43)	Consolidated Freightways	Post Marked Jan. 23/69



FOR ADDITIONAL CASES

Case #

Case #

Case #

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Ringsby Pacific, Ltd.

Change of Operations Locals Involved: 81, Portland, Oregon  
150, Sacramento, California  
468, Oakland, California

PETITION PROPOSED CHANGE OF OPERATIONS

by Ringsby Pacific, Ltd., as required by Art. 42, Section 4, of the Western States Area Over-the-Road Supplement to the National Freight Agreement.

1. PRESENT OPERATION:

- (a) Ringsby Pacific, Ltd. Operation Northern California (Bay Area) Stockton and Sacramento into Portland, Oregon and Pacific Northwest.
- (b) Three regular bid divisions, six (6) days each week between Oakland, California and Portland, Oregon.
- (c) Oakland based drivers - members of Local 468, run (1 leg) Oakland, California to Medford, Oregon.
- (d) Portland drivers - members Local 81, pull 2nd leg of this division Medford, Oregon to Portland, Oregon.
- (e) Four sleepers based in Oakland, California, and two sleepers based in Portland, Oregon: these sleepers move the overflow freight between these points after the three bid division runs are protected.

By prior agreement between Company and Local 468, all Oakland based sleepers must be utilized before the Company can run a fourth division between Oakland, California and Portland, Oregon.

- (f) Either the regular division runs or sleeper cab equipment out of either Portland or Oakland may be routed through Sacramento and/or Stockton to transport freight into or out of these points into the Portland and Pacific Northwest areas.

2. PROPOSED CHANGE:

- (a) Eliminate the four Oakland-based sleepers and the two Portland-based sleepers.
- (b) Add one division to the three now operating between Oakland and Portland.
- (c) Inaugurate a new division run six days each week between Sacramento, California and Portland, Oregon. The Sacramento-Medford leg to be manned by a member of Teamster Local 150; the Medford-Portland leg by Local 81.

The Company reserves the right to increase its divisions out of Sacramento into Portland as any increase in traffic will warrant additional divisions.

(Continued on following page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Ringsby Pacific, Ltd. (Continued from previous page)

Change of Operations Locals Involved: 81, Portland, Oregon  
150, Sacramento, California  
468, Oakland, California

(d) Freight originating in, or destined for the following California points: Bakersfield, Fresno, and Stockton will move through and be moved by the Sacramento-Portland operation.

However, the Company may move overflow or late freight through Oakland and the Oakland-Portland divisions, it being understood that the Sacramento-Portland bid will be protected in such cases.

3. REASON FOR PROPOSED CHANGE:

(a) More efficient and economical operation costs for operating sleeper cabs vs. single-man division on a 646-mile run (Oakland-Portland) are substantial.

(b) It is a shorter and faster route from and to the California points we wish to serve thru Sacramento, whereby we will be able to insure our customers better service upon establishing the Sacramento run.

4. UNIONS INVOLVED:

Local 468 - Oakland: At present, Oakland operates a common seniority board; in January of each year, line drivers bid single-man or sleeper positions. The Company feels that in the proposed single-man operation, they can utilize all present personnel; therefore, do not feel the necessity of any transfer of Oakland over-the-road drivers.

Local 81 - Portland: As Portland-based drivers will pull all divisions north of Medford on the proposed change, the present sleeper cab bid drivers may exercise their seniority on the Medford-Portland runs.

Local 150 - Sacramento: Sacramento, at present, has enough line driving personnel to man the proposed schedules; therefore, we do not feel there is any necessity of additional line drivers at this time.

5. EFFECTIVE DATE OF PROPOSED CHANGE:

As there will not be any displacement of driving personnel by our requested change, we are requesting the effective date to be March 1, 1969.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Santa Fe Trails Transportation Company

Change of Operations Locals involved: 94, Visalia, California  
431, Fresno, California

Closing of Visalia, California terminal and transferring freight handled to Fresno along with the one employee and his equipment.

PROPOSED OPERATION: This area to be handled from Fresno terminal under pick-up and delivery and the man be placed into the local operation.

(Delivered in Person - January 27, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
 Santa Fe Trail Transportation Co.

P + D Bill Morgan filing pay claim for December 16, 17, 18, 19, 20,  
 Dispute 1968. Working a non-Union employee from 5:00 A.M. to  
 6:00 A.M. My starting time is 6:00 A.M. bid check \$26.95.

Case #80.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 8, 1969.

(Post Marked January 13th - Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 58, Longview, Washington, and  
 Nehalem Valley Motor Freight

P + D Local 58 is protesting the change of starting times for dock  
 Dispute employees by Nehalem Valley Motor Freight on January 6, 1969.

The Union contends that in May, 1968, the Company changed the starting time for all four of the dock men to start at 7:30 instead of 7:00. That on December 30, 1968, the Company posted a bid for two men to start at 6:30 and two men to start at 7:30 with a one hour lunch period.

It is the Union's position since there has been no change in business or personnel, according to the contract the Company can only bid starting times once a year.

It is the Company's position that this was discussed with the Union and confirmed by letter on December 6, 1968. That the starting times were bid by the men and that it is the Company's interpretation of the contract that starting times can be bid more than once a year if business warrants. The Company feels that business did warrant a change in starting times, therefore, they are not in violation of the contract.

Case #1227.

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC January 13, 1969.

(Post Marked January 15th - Received January 17, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
 United-Buckingham Freightlines

P + D Local 81 is in dispute with United Buckingham over a premium  
 Dispute day pay claim for Don Ronne, December 1, 1968.

The Union contends that on Wednesday, November 27th, a list was posted for five H. D. men, one PUD man and one dock man to work December 1st, a premium day. It was reported to the Union by a teamster member that the Supervisor on duty did work on the dock.

The Company contends that the Supervisor did about 15 minutes dock work during the day. Company read a statement from the Supervisor wherein he stated that there were five cartons on the dock and he pushed them from the edge of the dock with his foot. Later in the day after most of the men had left on their eight he worked about forty five seconds on the dock.

The Company claims they are willing to pay 15 minutes at the time and a half rate, but do not feel they should be forced to pay 8 hours for 15 minutes work.

Case #1234.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC January 13, 1969.

(Post Marked January 15th - Received January 17, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Lee Way Motor Freight, Inc. and  
Local 104, Phoenix, Arizona

P + D                      Protesting Layoff Action of nine employees taken December 20,  
Dispute                      1968.

Mr. Bob Perrine, for the Union, claimed that the action taken effective for the week of December 23, 1968, was to avoid the payment of the 40-hour week guarantee to the nine employees. Mr. Perrine presented detailed information regarding the workload in the preceding and the following weeks, without a tally of straight-time and overtime hours worked. The claim is made that work was available for the nine men placed on layoff.

Mr. C. E. Hulstine, for the Company, stated that in their regular weekly long-lines conference on Friday, December 20, 1968, it was decided that they would not put any vehicles on the road during Christmas week. Traffic at the Phoenix terminal during the week of December 23, was off to the extent that remaining personnel did not work full time; and all men were not returned to work the following week. All eighty-percenters did return on December 30. The Company stated it has the right to lay off employees at the end of a week when they will not be needed the following week.

Case # 1002

JSC Motion: That the claim of the Union that the nine regular employees be paid the forty-hour guarantee for Christmas week be allowed.

Deadlocked Arizona-New Mexico JSC January 13-14, 1969.

(Post Marked January 15th - Received January 17, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
Denver Chicago Trucking

P + D For and on behalf of: Samuel Assael.  
Dispute

On December 3, 1968, in the P. M., I was deprived of my seniority rights, and bidden position by the supervisor, Mr. Walter Snyder, who assigned brother Herbert Belcher to my position as riding helper. Mr. Belcher is a steady employee at D. C.; however, he was called in 2 hours before his seniority bid starting time, as a casual, to do extra work, and in the time before his bid starting time. He was sent out as a riding helper. This deprived me of my position and seniority rights and overtime in the amount of four hours.

I am requesting four hours in the amount of \$23.37.

Case # SC-1-9-2482.

JSC Motion: That the claim of Samuel Assael be allowed.

Deadlocked Southern California JSC January 7, 1969.

(Post Marked January 12th- Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
Pacific Motor Trucking

P + D For and on behalf of R. J. Duarte, Jr.  
Dispute

Complaint by Duarte, Jr. "I have a bid job as a piggy packer ground man, but when there is no work for me on the piggy packer, I work as a T.O.F.C. loader which is a lower rated job classification. And I only receive the lower rate of pay, which is in violation of Article 48, Section 13, that states - 'when an employee is requested to work in a lower rated classification, he shall receive his regular rate of pay for all such lower-rated work performed.' I am and have not been receiving the higher rate of pay, and claim all monies due me.

I am claiming \$276.30 due to violation of my seniority rights.  
Violation date - since 2-21-68.

Case # SC-1-9-2492.

JSC Motion: That the claim of R. J. Duarte, Jr. be allowed for the 45-day period prior to the date of filing.

Deadlocked Southern California JSC January 8, 1969.

(Post Marked January 12th - Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
Pacific Transportation

P + D Case # 2367 - For and on behalf of S. B. Ford.  
Dispute

On October 15, 1968, Harold Jones, a junior bid swamper, was sent out to swamp instead of me, S. B. Ford, while I was on the dock and available to swamp in his bid shift. The junior man was sent out by the dock foreman. The company sent out the junior man at 2:45 P.M. while seniority man was on the dock. Junior swamper H. Jones was dispatched instead of S. B. Ford, Ford was not worked in his bid classification and the company violated his seniority.

On November 7, 1968, the company sent a 10 A.M. man out to swamp while a bid swamper was on the dock, at 2:40 P.M., and bid swamper worked on dock til 3:30 P.M.

My claim is for 3:45 hours on the 15th of October - amount of \$20.68, and 2 1/2 hours on the 7th of November - amount of \$11.28. Total amount of claim is \$31.96.

Case # 2496 - For and on behalf of S. B. Ford.

On November 18, 1968, Clarence Lehman sent out at 2:30 P.M., Harold Jones, a less bid swamper to swamp, while the senior bid swamper, S. B. Ford was still on the dock.

I am asking to be compensated for all monies earned by Harold Jones, who is a junior swamper.

Case # SC-1-9-(12-8)-2367 and  
SC-1-9-2496

JSC Motion: That the claim of S. B. Ford be allowed.

Deadlocked Southern California JSC January 8, 1969.

(Post Marked January 12th - Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 381, Santa Maria, California, and  
Certified Freight Lines, Inc.

P + D Union on behalf of Joe Arballo and all John Does.  
Dispute

Mr. Joe Arballo has completed three years of service with Certified Freight Lines, and the Union feels he should be paid on the 2/52's basis and cites last sentence of Section 3, paragraph 3; while Company claims Section 3, paragraph 4 denies him 2/52's until he has completed thirty-six (36) months of work.

(Note:) Joe works eight (8) months a year because of produce slack-off.

Case # SC-1-9-2443.

JSC Motion: That the claim of Joe Arballo, et al, be upheld.

Deadlocked Southern California JSC January 9, 1969.

(Post Marked January 12th - Received January 14, 1969.)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 53, Bozeman, Montana, and  
N. P. Transport

O-T-R Union stated that the run from Livingston to Gardiner and return  
Dispute has always been a bid run but has been canceled by the company.  
The Union is requesting that the run be bid according to Article  
24 of the NPT Supplement. The run is now operating 5 days and  
it is the position of the Union that the run should be bulletined  
according to Article 24 and bid in accordance with Article 13 of  
the NPT Supplement.

Employer stated that they used to operate this run on a bid basis  
when they were operating on a 6-day week. It is the company's  
position that during the last negotiations, they were informed by  
the Union that runs of less than 6 days could be made from the  
extra board.

Case # M-883.

JSC Motion: That the Union's position be upheld.

Deadlocked Montana JSC January 17, 1969.

(Post Marked January 20th - Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
Consolidated Freightways, Inc.

O-T-R Local 81 is in dispute with Consolidated Freightways over a \$13.00  
Dispute claim involving a citation on November 24, 1968, issued to  
Clarence Miller.

It is the Union's position that since the company was unable to  
check the dolly to determine whether there was something wrong  
that would cause the back box to weave; the company should re-  
imburse Mr. Miller the \$13.00.

The company contends that had there been anything wrong with the  
dolly, Mr. Miller would have been aware of this immediately.  
That if the weaving was caused by a dry fifth wheel, this should  
have been checked by Mr. Miller.

It is the company's position that Mr. Miller did not check his  
equipment properly. Therefore, the company does not feel  
obligated to pay the \$13.00 fine.

Case # 1135.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC January 13, 1969.

(Post Marked January 15th - Received January 17, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
Garrett Freightlines

O-T-R Local 81 is in dispute with Garrett Freightlines over a Main-  
Dispute tenance of Standards claim involving the payment of taxi fares  
in Spokane.

The Union contends that it has been a past practice for Garrett to pay taxi fare in Spokane. That the company recently moved their terminal and since moving the company has refused to pay taxi fare.

The company contends that at the old terminal they were 1.3 miles from the downtown area, and they did pay taxi fare at that time; the new terminal is 4.8 miles from town, and the company has made arrangements for the drivers to stay at a motel and the motel furnishes transportation. That the motel also furnishes transportation to a restaurant four or five blocks from the motel.

The company feels since adequate facilities are available, there is no need for the drivers to go downtown and therefore, the company has discontinued paying cab fare.

Case # 1226.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC January 13, 1969.

(Post Marked January 15th - Received January 17, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
O. N. C. Motor Freight System

O-T-R  
Dispute

The Union contends that according to O.N.C. dispatch rules a bid driver cannot be dispatched out ahead of an extra board driver with hours available. Therefore, when the Company dispatched Tresky a bid driver out ahead of extra board driver Divine, they were in violation of the dispatch rules. Since Divine was not dispatched out until seventeen hours later the Union is requesting the Company to pay the runaround claim.

Case #1202.

JSC Motion: That the Union's position be upheld and the seventeen hours be paid.

Deadlocked Oregon JSC December 2, 1968.

(Post Marked January 24th - Received January 27, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 190, Billings, Montana, and Consolidated Freightways

MASTER Dispute Local maintains that due to improper closing of fuel isle in C. F. yard, Teamsters involved are subjected to a loss of work.

Employer stated that when the interstate highway was extended east of Billings, it became unrealistic to bring the traffic off the interstate highway to fuel at terminal, and then return to the interstate highway. Further, that the men involved have not lost any work because of this, and there has been no lay-off of any men. The fuel island which includes scales and other facilities, is not closed and is being used for certain schedules that originate at the Billings terminal. It is the position of the employer that the company has the right to fuel through rigs at truck stops and not bring them into the company terminal.

Case # M-890.

JSC Motion: That the claim of the Union be denied.

Deadlocked Montana JSC January 17, 1969.

(Post Marked January 20th - Received January 22, 1969.)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
Consolidated Freightways

Funeral Raymond Dent is a Salt Lake City dock man. His father passed  
Leave away on Thursday, August 22, 1968 in Salt Lake City. Mr. Dent  
took off work on his regular shifts on Friday, August 23rd and  
on Monday, August 26th, the day of the funeral in Salt Lake City,  
which he attended. The Company paid funeral leave for Monday  
but not for Friday, for which the Union now claims.

The Company contends that since it was not necessary for Mr.  
Dent to travel to attend the funeral, that he is not entitled to pay  
for Friday.

Case # 1382 -(Jan. 69-21).

JSC Motion: Based on the facts the claim be denied.

Deadlocked Utah-Idaho JSC January 15, 1969.

(Post Marked January 21st - Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
Garrett Freightlines, Inc.

O-T-R Sobieski and Bringham are Salt Lake domiciled bid Salt Lake-  
Dispute Boise single man division drivers. On November 5, 1968, they  
were both at their lay over point at Boise. After their rest was  
up, but before they were dispatched, the company dispatched two  
leased sleeper cab, three axle tractors with empty 40 foot  
trailers from Boise to Salt Lake City, to pick up loads of ammuni-  
tion. The bid drivers claim runaround from the time the leasors  
departed until the bid men were dispatched.

Case # 1371 (Jan. 69-10).

JSC Motion: That the Union's claim be allowed.

Deadlocked Utah-Idaho JSC January 15, 1969.

(Post Marked January 21st - Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
Garrett Freightlines, Inc.

O-T-R Salt Lake sleeper driver, R. L. Sudweeks, returned from a trip  
Dispute on November 8, 1968, at 12:30 P. M. When he asked the dis-  
patcher about his next trip, the dispatcher told him there was  
nothing at the time but he would be called.

Mr. Sudweeks called the dispatcher at approximately 16:00, and  
was told that his truck had already been lined up with an extra  
board man in his place. He claims the earnings of the man who  
was sent out in his place.

The company contends that the dispatcher called Mr. Sudweeks'  
home at 15:30 and received no answer. He was called again at  
16:00 and again no answer, this call being verified by a Teamster  
member of the bargaining unit. Upon receiving no answer this  
time, the dispatcher called an extra board man, and the tractor  
left at 18:00.

Case # 1372 (Jan. 69-11).

JSC Motion: That the Union's claim be allowed.

Deadlocked Utah-Idaho JSC January 15, 1969.

(Post Marked January 21st - Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
Garrett Freightlines, Inc.

O-T-R  
Dispute

Reed Thompson is a Salt Lake based bid sleeper driver. He had been running with an extra board man because his partner was off sick. He arrived at Salt Lake at 02:30 and agreed to waive his ten (10) hours off and take another trip when his tractor had been serviced and an extra board man was available. The tractor was ready at 08:00, and an extra board man (Robinson) signed the board as available at 08:15. A second extra board man (Davies) signed the board as available at 09:00. Thompson was not dispatched until 17:00. He claims a runaround from 10:15, contending that he should have been given a two hour call at the time the first extra board man signed the board.

The Union contends that the second extra board man, Davies, was available to protect the relay schedule, and Thompson should have been dispatched earlier with the first extra board man.

The Company contends that Robinson, the first extra board man available, was dispatched at 14:30 on a single man turnaround to Wells, Nevada to match the relay schedules from the Bay area, and that there could be no runaround until another team went out ahead of Thompson.

Case # 1359 (Dec. 68-1)

JSC Motion: That the Claim be allowed.

Deadlocked Utah-Idaho JSC January 15, 1969.

(Post Marked January 21st - Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 222, Salt Lake City, Utah, and  
IML Freight, Inc.

O-T-R Salt Lake sleeper driver, John P. Parham, claims a runaround  
Dispute on November 8, 1968. He had been called at 07:05 for a 09:00  
dispatch. At 07:20 the dispatcher called him back and advised  
him that his tractor had been taken out of service for repairs,  
and for him to wait further orders.

The tractor was available for service at 14:00, at which time the  
dispatcher called Parham's residence and received no answer.  
He was called again at 14:10, 14:20 and 14:30, the last call  
being verified by a Teamster member of the bargaining unit.  
Upon getting no response on the last verified call, the dispatcher  
proceeded to call Parham's partner and an extra board man for  
a 17:00 dispatch.

The Union contends that since the truck did not depart until 17:00,  
the Company should have attempted to contact Parham one more  
time, alleging that he was back at his home at 14:50.

Case # 1376 (Jan. 69-15).

JSC Motion: Based on the facts, the claim of the Union be denied.

Deadlocked Utah-Idaho JSC January 15, 1969.

(Post Marked January 21st - Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 222, Salt Lake City, Utah, and  
 IML Freight, Inc.

O-T-R Salt Lake sleeper team, Pyeatt and Prater, were dispatched from  
 Dispute Salt Lake City to Columbus, Ohio via Ogden, Utah where they were  
 to pick up a load and proceed to Columbus. The dispatcher made  
 a mistake and the load which they were to pick up (trailer #3639)  
 actually was in Provo, Utah (approximately 45 miles south of Salt  
 Lake City) rather than being in Ogden, Utah (approximately 35  
 miles north of Salt Lake City.) The mistake was not discovered  
 until the drivers had left the Salt Lake City terminal and on  
 their arrival at Ogden, they were given instructions to go to  
 Provo, pick up the load, and proceed on to Columbus.

The Union claims a 500 mile minimum for driving from Salt Lake  
 City to Ogden, to Provo, approximately 80 miles.

It is the Company's position that the claim is not payable, since  
 the original dispatch was considerably greater than 500 miles, and  
 the drivers were paid for all miles driven and all time spent at  
 Ogden and Provo. The team did not return to the Salt Lake City  
 terminal, but passed through Salt Lake City on the freeway from  
 Ogden to Provo.

Case # 1361 (Dec. 68-3)

JSC Motion: Based on the facts of the dispatch, the claim of  
 the Union be denied.

Deadlocked Utah-Idaho JSC January 15, 1969.

(Post Marked January 21st- Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 287, San Jose, California, and  
Dart Transportation

O-T-R It was the Union's position that only 4 short line men were  
Dispute authorized. The balance of the work to be done by local  
men at local rate of pay.

The Company's position was that the agreement of 1967 was  
obsolete. The Company contended that they had grown and  
does not feel that they should be limited to a specific number  
of short line drivers in their operation.

Case #CB-2824.

JSC Motion: That based on Article 52 (e) of the Western  
States Area Over-The-Road, the claim of the Union is denied.

Deadlocked California Bay JSC January 21, 1969.

Note: The decision in this case will apply to California  
Bay Area Committee Cases #CB-2875 - 76 - 77 - 78-79-  
80 - 81 - 82.

(Delivered in person - January 23, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 287, San Jose, California, and  
Pacific Intermountain Express

O-T-R Union claims sleeper teams performing short line work and  
Dispute interfering with the short line operation.

It was the position of the Union that taking trailers from  
San Jose to Emeryville is short line work..

Case #CB-2779.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC January 21, 1969.

(Delivered in person - January 23, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 468, Oakland, California, and  
 Consolidated Freightways

O-T-R The Union stated that the Company had stalled for two months,  
 Dispute claiming they had to check with a Supervisor who was on  
 vacation and had to contact another terminal for information  
 (re: timeliness).

It was the Company's position that the Union has 45 days to  
 file their grievances even though the matter is under discussion  
 and there is possibility of settlement. Filing must be made  
 within that time.

Case #CB-2802 and 2843.

JSC Motion: That based on Article 43, Section 1 (i), the  
 claims of the Union are untimely.

Deadlocked California Bay JSC January 21, 1969.

(Delivered in person - January 23, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 492, Albuquerque, New Mexico, and Consolidated Freightways

O-T-R Mr. Glenn Jones, for the Union, claimed the one-half cent  
Dispute penalty per mile for all miles driven in excess of 250 miles in any tour of duty on the basis of Article 53, Section 2 of the Western States Area Over-The-Road Motor Supplemental Agreement.

Mr. Charles Dickman, for the Employer, referred to the same Article and Section of the Agreement, and claimed that the premium for Local 492, Albuquerque, New Mexico drivers applies only in "excess of 300 miles driven without an intervening rest period."

Case #998.

JSC Motion: That the claim of the Union be denied.

Deadlocked Arizona-New Mexico JSC January 13-14-, 1969.

(Post Marked January 15th - Received January 17, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 551, Lewiston, Idaho, and  
Consolidated Freightways Bulk Commodities

Cement Claim is made for construction rate of wages since 11/8/68, for  
Dispute all employees of CF Bulk Commodities who performed the cement  
and flyash haul and related duties in regard to hauling bulk cement  
and flyash from Ahsahka railroad siding silos to silos at batch  
plant at Dworshak Dam, all in accordance with the decision in  
Case #2206(U) JSC dated 10/16/68.

Case # 2262 (U).

JSC Motion: That based on the decision in Case #2206(U), the  
claim of the Union be upheld.

Deadlocked Washington JSC January 15, 1969.

(Post Marked January 17th - Received January 20, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #

Local 741, Seattle, Washington, and  
Consolidated Freightways

O-T-R  
Dispute

Local 741 requests pay in the amount of a Seattle to Yakima turn for the most senior road driver at Consolidated Freightways who did not work on the weekend dispatch of 12/7/68, while a Chicago sleeper team pulled freight to Yakima that should have been pulled by a Seattle driver as a bid run.

Case # 2261 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC January 15, 1969.

(Post Marked January 17th - Received January 20, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 741, Seattle, Washington, and  
United-Buckingham

O-T-R We request the company to post a bid for a Seattle-Portland turn,  
Dispute on an "if and when" freight is available basis. This run is pre-  
sently running.

Case # 2275 (U).

JSC Motion: That the Union's position for a South Bid be upheld  
based on the facts presented.

Deadlocked Washington JSC January 16, 1969.

(Post Marked January 17 - Received January 20, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
DC International

Automotive Harold D. Anderson states: Since on or about 11/1/68, the  
Dispute company has taken parts work, which has been performed by  
partsmen, and transferred it to mechanics in the shop. I am  
a qualified partsman and am on layoff from the parts department.

I request that I be returned to my bid job in the parts department,  
and be paid the difference between the lubeman and partsman rate  
of pay for all time since the above mentioned work was trans-  
ferred to the mechanics.

Case # 55.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 8, 1969.

(Post Marked January 13th - Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
DC International

Automotive Dispute	Statement signed by:	Glenn Johnson
	John P. Jones,	Donald J. Laurent
	Harry Ivers	Louis A. Hammers
	W. M. Merkling	Robert M. Wilson

On or about November 1, 1968, the company took parts work, which has been historically performed by the undersigned partsmen, and turned it over to mechanics in the shop. It is our position that the issuance of all parts, supplies and tools are a function of the parts department and should be issued by the partsmen.

We request that the above mentioned work (i.e., issuance of nuts, bolts, and all other expendable items) be returned to the parts department, immediately.

Case # 61.

JSC Motion:None Given.

Deadlocked Colorado-Wyoming JSC January 8, 1969.

(Post Marked January 13th - Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
DC International

Automotive E. M. Buttman states: Mike Kestel was hauling tires back from  
Dispute powder lot at Tri State. This is time that should be tireman's  
work. Am claiming four (4) hours call in time at time and one-  
half pay, for Sunday, December 15, 1968.

Case # 56.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 8, 1969.

(Post Marked January 13th - Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
DC International

O-T-R James A. Hodge states: We went out to ammo lot, then out to  
Dispute Louviers, and were paid mileage instead of hourly until we got  
back on regular route.

Case # 63.

JSC Motion: None Given.

Deadlocked Colorado-Wyoming JSC January 8, 1969.

(Post Marked January 13th - Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
Navajo Freight Lines, Inc.

O-T-R L. E. Plush states: Dispatched Denver to Manteca to drop trailer  
Dispute 1212, called Oakland and received orders to bobtail to Port Chicago,  
picked up trailer and went to Los Angeles terminal. On 2nd dis-  
patch at Los Angeles, waiting to get trailer hooked from 8:34 A.M.  
to 9:17 A.M, November 27, 1968, 3/4 hour.

There are no shower facilities at Los Angeles terminal. There is  
a bulletin on the board at the company terminal, that the Cloud  
Nine Motel is the only place we are able to shower in Los Angeles,  
unless we go to the company furnished rooms for layover.  
Claim one hour shower time.

Case # 71.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 8, 1969.

(Post Marked January 13th- Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
Santa Fe Trail Transportation Co.

Automotive S. A. Simmons states: I filed a pay claim for work performed  
Dispute by the mechanic on May 18, 1968, on unit #H-121. The company  
produced a PUD service order that indicated unit #H-121 was  
serviced on May 20, 1968. Based on the PUD service order, I  
withdrew my claim. I now have evidence to show that unit #H-121  
was in fact serviced by the mechanic on May 18, 1968. (Copies of  
monthly service reports are attached to grievance).

Case # 3.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 8, 1969.

(Post Marked January 13th- Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
Santa Fe Trail Transportation Co.

O-T-R I was in Pueblo and available with 30 hours and 30 minutes to work  
Dispute on weekly log. Runaround by extra #302 out of Denver by Robert  
Proctor. Arrived at 2:20 A.M., dropped a trailer load and picked  
up another load, and separated Pueblo at 2:50 A.M. and went to  
LaJunta.

Claim 19 hours and 50 minutes from time left Pueblo till I got  
out on a run.

Case # 18.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 8, 1969.

(Post Marked January 13th - Received January 14, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #

Local 983, Pocatello, Idaho, and  
Garrett Freightlines, Inc.

O-T-R  
Dispute

Thompson and McBride are a Pocatello based sleeper team. McBride was plugged off the board from Friday until Sunday night. Thompson signed the board on Sunday afternoon, and wrote "wait for partner." He refused offered dispatches until McBride was available. During this period, the Company called and alerted several other teams which were dispatched out ahead of Thompson and McBride. McBride had signed on the board at 21:00 Sunday evening, and the team was not dispatched until 08:15 Monday morning.

The Union claims a runaround from the period of time that McBride signed the board until the team departed.

Case # 1363 (Jan. 69-2).

JSC Motion: Based on the facts, the Union's claim be paid.

Deadlocked Utah-Idaho JSC January 15, 1969.

(Post Marked January 21st - Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 315, Martinez, California, and  
West Transportation

Discharge Union protests the discharge of Theodore Edmunds.  
  
The Union contended that the shipper loaded machinery  
improperly and that the driver tied it down as well as he  
could and that the discharge was too severe.

Case #CB-2834.

JSC Motion: That the discharge be sustained.

Deadlocked California Bay JSC January 21, 1969 .

(Delivered in person - January 23, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 222, Salt Lake City, Utah, and  
Pacific Intermountain Express

Suspension The Union protests the suspension of A. L. Prout.

A. L. Prout is a Salt Lake based line driver, 62 years old, with approximately 25 years seniority. On 12-18-68, at 22:45 near Mills Junction, Utah, he ran off the right side of the highway and overturned his unit, incurring personal injuries to himself, and causing some \$6,000 damage to the equipment and \$16,000 damage to cargo. The Company suspended Mr. Prout for 90 days to begin upon his release by his doctor to return to work. He had a warning notice in effect dated September 30, 1968, for an accident.

Case # 1390 (Jan. 69-29)

JSC Motion: That the man be returned to work as of January 20, 1969, with no loss of earnings.

Deadlocked Utah-Idaho JSC January 15, 1969.

(Post Marked January 21st - Received January 22, 1969)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 70, Oakland, California, and  
Santa Fe Trail Transportation

Joint Council #7 It was the position of the Union that the Company may not bobtail  
Dispute from one local's jurisdiction into that of another local and  
pick up a trailer.

Case #LD-4441.

Joint Council #7 Motion: That the claim be denied.

Joint Council #7 Labor-Management Committee January  
16, 1969.

(Delivered in Person - January 23, 1969)